

PROJECT INFORMATION

Project Title	Harvego Bear River Preserve Improved Forest Management Implementation Project
Brief Description	<p>This project will complete 90 acres of fuels thinning on the Harvego Bear River Preserve, owned and managed by the Placer County Land Trust. The 1,773 acre Preserve is a working landscape and managed for several objectives, including:</p> <ul style="list-style-type: none"> enhanced forest health and habitat improvement, rotational grazing and invasive species management and the development of future recreational opportunities. These examples all have an overall goal of protecting water quality by improving the forest health to enhance stream function, reduce erosion and sedimentation. <p>The Preserve has 21 acres of wetlands including ponds, streams and 3 miles of Bear River frontage. It is the largest intact working cattle ranch in the Placer foothills. The initial 90 acres identified for treatment, located along the canyon rim, have been identified as the highest risk areas on the Preserve and will complete Phase I of a 300 acre shaded fuel break. Benefits of this project include:</p> <ul style="list-style-type: none"> • Protection of water quality in the Bear River watershed through prevention of catastrophic wildfire and associated sediment flow. • Improved access for wildlife mobility and increased forage and grazing habitat. • And protection of the cultural and historical resources on the Preserve.
Total Requested Amount	300,000.00
Other Fund Proposed	385,000.00
Total Project Cost	685,000.00
Project Category	Site Improvement/Restoration
Project Area/Size	Harvego Bear River Preserve 90 acres
Project Area Type	Acres
Have you submitted to SNC this fiscal year?	No
Is this application related to other SNC funding?	No

Project Results
Enhancement

Project Purpose	Project Purpose Percent
Water Quality	

County
Placer

Sub Region
Central

PROJECT CONTACT INFORMATION

Name	Mr. Jeff Darlington,
Title	Executive Director
Organization	Placer Land Trust
Primary Address	11661 Blocker Drive, Suite 110, , , Auburn, CA, 95603
Primary Phone/Fax	530-887-9222 Ext.
Primary Email	jeffd@placerlandtrust.org

PROJECT LOCATION INFORMATION

Project Location

Address:	See Lat/Long, , , Auburn, CA, 95603
Water Agency:	nn
Latitude:	39.0030
Longitude:	-121.0945
Congressional District:	nn
Senate:	nn
Assembly:	nn
Within City Limits:	No
City Name:	

ADDITIONAL INFORMATION

Grant Application Type

Grant Application Type:
Category One Site Improvement

PROJECT OTHER CONTACTS INFORMATION

Other Grant Project Contacts
Name: Ms. Jessica Pierce, Project Role: Day-to-Day Responsibility Phone: 5308879222 Phone Ext: E-mail: jessica@placerlandtrust.org

UPLOADS

The following pages contain the following uploads provided by the applicant:

Upload Name
Completed Application Checklist
Table of Contents
Full Application Form
Authorization to Apply or Resolution
Narrative Descriptions
Detailed Budget Form
Regulatory Requirements or Permits
CEQA Documentation
Letters of Support
Letters of Support
Letters of Support
Letters of Support
Project Location Map
Parcel Map Showing County Assessors Parcel Number

Topographic Map
Photos of the Project Site
Land Tenure- Only for Site Improvement Projects
Land Tenure- Only for Site Improvement Projects
Land Tenure- Only for Site Improvement Projects
Site Plan - Only Site Improv. or Restoration Proj.
Leases or Agreements
Leases or Agreements

To preserve the integrity of the uploaded document, headers, footers and page numbers have not been added by the system.

Appendix B1

Full Application Checklist

Project Name: Harvego Bear River Preserve Improved Forest Management
Implementation Project

Applicant: Placer Land Trust


Please mark each box: check if item is included in the application; mark "N/A" if not applicable to the project. "N/A" identifications must be explained in the application. Please consult with SNC staff prior to submission if you have any questions about the applicability to your project of any items on the checklist. All applications must include a CD including an electronic file of each checklist item, if applicable. The naming convention for each electronic file is listed after each item on the checklist. (Electronic File Name = EFN: "naming convention". file extension choices)

Submission requirements for all Category One and Category Two Grant Applications

1. ☒ Completed Application Checklist (EFN: *Checklist.doc, docx, .rtf, or .pdf*)
2. ☒ Table of Contents (EFN: *TOC.doc, docx, .rtf, or .pdf*)
3. ☒ Full Application Project Information Form (EFN: *Siform.doc, .docx, .rtf, or .pdf*)
4. ☒ Authorization to Apply or Resolution (EFN: *authorization.doc, .docx, .rtf, or .pdf*)
5. ☒ Narrative Descriptions - Submit a single document that includes each of the following narrative descriptions (EFN: *Narrative.doc, .docx, .rtf*)
 - a. ☒ Detailed Project Description (5,000 character maximum)
☒ Project Description including Goals/Results, Scope of Work, Location, Purpose, etc.
☒ Project Summary
☒ Environmental Setting
 - b. ☒ Workplan and Schedule (1,000 character maximum)
 - c. ☒ Restrictions, Technical/Environmental Documents and Agreements(1,000 character maximum)
 - d. ☒ Organizational Capacity(1,000 character maximum)
 - e. ☒ Cooperation and Community Support (1,000 character maximum)
 - f. ☒ Long Term Management and Sustainability (1,000 character maximum)
 - g. ☒ Performance Measures (1,000 character maximum)
6. Supplemental and Supporting documents
 - a. ☒ Detailed Budget Form (EFN: *Budget.xls, .xlsx*)
 - b. Restrictions, Technical/Environmental Documents and Agreements, as applicable
☒ *N/A* Restrictions / Agreements (EFN: *RestAgree.pdf*) *N/A - NUNe*
☒ Regulatory Requirements / Permits (EFN: *RegPermit.pdf*)

- ☒ California Environmental Quality Act (CEQA) documentation (EFN: CEQA.pdf)
- N/A National Environmental Policy Act (NEPA) documentation (EFN: NEPA.pdf) N/A
- c. Cooperation and Community Support
- ☒ Letters of Support (EFN: LOS.pdf)
- d. Long-Term Management and Sustainability – will send to SNC when it's completed,
N/A Long-Term Management Plan (EFN: LTMP.pdf) N/A still being drafted
- e. Maps and Photos
- ☒ Project Location Map (EFN: LocMap.pdf)
- ☒ Parcel Map showing County Assessor's Parcel Number(s) (EFN: ParcelMap.pdf)
- ☒ Topographic Map (EFN: Topo.pdf)
- ☒ Photos of the Project Site (10 maximum) (EFN: Photo.jpg, .gif)
- f. Additional submission requirements for Conservation Easement Acquisition applications only N/A
- N/A Acquisition Schedule (EFN: acqSched.doc, .rtf, .pdf)
- N/A Willing Seller Letter (EFN: WillSell.pdf)
- N/A Real Estate Appraisal (EFN: Appraisal.pdf)
- N/A Conservation Easement Language (EFN: CE.pdf)
- g. Additional submission requirements for Site Improvement / Restoration Project applications only
- ☒ Land Tenure Documents – attach only if documentation was not included with Pre-application (EFN: Tenure.pdf)
- ☒ Site Plan (EFN: SitePlan.pdf)
- ☒ Leases or Agreements (EFN: LeaseAgmt.pdf)

I certify that the information contained in the Application, including required attachments, is accurate.



Signed (Authorized Representative)

Date 1/17/12

JEFF DARLUNGADO, EXECUTIVE DIRECTOR
Name and Title (print or type)

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Appendix B2

Note: You can only save data in this form if you are using Adobe Acrobat Pro. If you are not using Adobe Acrobat Pro, [click here](#) for a Microsoft Word version of this form, which you can fill out and save.

SIERRA NEVADA CONSERVANCY PROPOSITION 84 - PROJECT INFORMATION FORM

Rev. August 2011

PROJECT NAME

Harvego Bear River Preserve Improved Forest Management Implementation Project

APPLICANT NAME *(Legal name, address, and zip code)*

Placer Land Trust (PLT) 11661 Blocker Drive Suite.110 Auburn, CA 95603

PERSON WITH FISCAL MANAGEMENT RESPONSIBILITY FOR GRANT CONTRACT/INVOICING

Name and title – type or print

Phone

Email Address

☒ Mr. Jeff Darlington, Executive Director (530) 887-9222 jeffd@placerlandtrust.org

☐ Ms.

COUNTY ADMINISTRATOR OR PLANNING DIRECTOR CONTACT INFORMATION *(At least one entry is required)*

Name: Loren Clark, Assistant Planning Director

Phone Number: (530) 745-3016

Email address: LClark@placer.ca.gov

Name:

Phone Number:

Email address:

NEAREST PUBLIC WATER AGENCY (OR AGENCIES) CONTACT INFORMATION *(At least one entry is required)*

Name: Nevada Irrigation District (NID)

Phone Number: (530) 273-6185

Email address: unknown

Name:

Phone Number:

Email address:

Please identify the appropriate project category below and provide the associated details *(Choose One)*

☒ Category One Site Improvement

☐ Category Two Pre-Project Activities

☐ Category One Conservation Easement Acquisition

☐ Site Improvement/Conservation Easement Acquisition

Project area: Harvego Bear River Preserve

Total Acres: 1,773 acres

SNC Portion (if different): 90 acres

Total Miles (i.e. river or stream bank): N/A

SNC Portion (if different): _____

Select one primary Site Improvement/Conservation Easement Acquisition deliverable

☐ Restoration

☒ Enhancement

☐ Resource Protection

☐ Infrastructure Development / Improvement

☐ Conservation Easement

For Conservation Easement Acquisitions Only <input type="checkbox"/> Appraisal Included <input type="checkbox"/> Will submit appraisal by _____									
<input type="checkbox"/> Pre-Project Activities	Select <u>one</u> primary Pre-Project deliverable <table><tr><td><input checked="" type="checkbox"/> Permit</td><td><input type="checkbox"/> Condition Assessment</td></tr><tr><td><input type="checkbox"/> CEQA/NEPA Compliance</td><td><input type="checkbox"/> Biological Survey</td></tr><tr><td><input type="checkbox"/> Appraisal</td><td><input type="checkbox"/> Environmental Site Assessment</td></tr><tr><td><input type="checkbox"/> Plan</td><td></td></tr></table>	<input checked="" type="checkbox"/> Permit	<input type="checkbox"/> Condition Assessment	<input type="checkbox"/> CEQA/NEPA Compliance	<input type="checkbox"/> Biological Survey	<input type="checkbox"/> Appraisal	<input type="checkbox"/> Environmental Site Assessment	<input type="checkbox"/> Plan	
<input checked="" type="checkbox"/> Permit	<input type="checkbox"/> Condition Assessment								
<input type="checkbox"/> CEQA/NEPA Compliance	<input type="checkbox"/> Biological Survey								
<input type="checkbox"/> Appraisal	<input type="checkbox"/> Environmental Site Assessment								
<input type="checkbox"/> Plan									

RESOLUTION OF THE PLACER LAND TRUST BOARD OF DIRECTORS RESOLVING TO APPLY FOR THE SIERRA NEVADA CONSERVANCY PROPOSITION 84 HEALTHY FORESTS GRANT PROGRAM.

WHEREAS, the Legislature and Governor of the State of California have provided Funds for the program shown above; and

WHEREAS, the Sierra Nevada Conservancy (SNC) has been delegated the responsibility for the administration of a portion of these funds through a local assistance grants program, establishing necessary procedures; and

WHEREAS, said procedures established by the Sierra Nevada Conservancy require a resolution certifying the approval of application(s) by the Applicant's governing board before submission of said application(s) to SNC; and

WHEREAS, the Applicant, if selected, will enter into an agreement with SNC to carry out the project; and

WHEREAS, Placer Land Trust has identified the "Harvego Bear River Preserve Improved Forest Management Implementation Project" as valuable toward meeting its mission and goals.

NOW THEREFORE BE IT HEREBY RESOLVED by the Board of Directors of Placer Land Trust that this Board:

- Approves the submittal of an application for the SNC Healthy Forests Grants Program for the Harvego Bear River Preserve Improved Forest Management Implementation project;
- Certifies that Placer Land Trust understands the assurances and certification requirements in the application;
- Certifies that Placer Land Trust will have sufficient funds to operate and maintain the resource(s) consistent with the long-term benefits described in support of the application; or will secure the resources to do so;
- Certifies that Placer Land Trust will comply with all legal requirements as determined during the application process; and
- Appoints its Executive Director Jeff Darlington or his designee, as agent to conduct all negotiations, execute and submit all documents, including but not limited to: applications, agreements, payment requests, and so on, which may be necessary for the completion of the aforementioned project(s).

The RESOLUTION was approved and duly adopted by the Board of Directors of Placer Land Trust at a regular Board of Directors' meeting held November 17, 2011, by the following vote:

Ayes: 7
Noes: 0
Abstentions: 0
Absent: 2

Signed and approved by:


Fred Yeager, President, Placer Land Trust Board of Directors

PASSED, RESOLVED AND ADOPTED by Placer Land Trust on the 17th day of November, 2011.

5. Narrative Descriptions

a. Detailed Project Description (goals, results, scope of work, location, purpose):

Harvego Bear River Preserve Improved Forest Management Implementation project seeks to protect the Bear River watershed with special emphasis on water quality protection by improved forest management practices to limit erosion and sedimentation, reduce wildfire intensity and severity and create a healthier ecosystem.

Enhancements to the property will be made overtime, however, this grant application is intended to “jump start” this work. We are requesting **\$300,000** from SNC to fund step 1 of the Improved Forest Management Plan (IFMP) which is outside the scope of normal management. Step 1 of the IFMP will create a healthier fire resilient preserve, with emphasis on protection of water quality in the Bear River watershed through improved forest and fuels management practices (shaded fuel break) to limit erosion and prevent harmful sedimentation. In addition to reducing the risk of wildfire and improving water quality, implementation of the IFMP will add public benefit by improving the environmental, economic and social well-being of the Sierra. Implementing our IFMP will seek to restore the Preserve to a natural condition as would have historically occurred prior to fire suppression. Since periodic fire is a normal part of the Preserve’s native mixed conifer and hardwood ecosystem and fire suppression has resulted in understory growth, fire prevention is an essential element of the IFMP to ensure adequate carbon sequestration, improve air quality, and reduce the risk of catastrophic wildfires on the Preserve and surrounding lands.

The critical factors in fire management are reducing fuels and controlling ignition sources, which can be accomplished by a shaded fuel break. The IFMP suggests a 300-acre shaded fuel break on the NE section of the Preserve on the canyon rim (considered highest risk for catastrophic fire), along with buffers and other fuel load reduction activities. This will have to be done overtime due to costs. We are seeking to complete step 1 of the shaded fuel break by thinning 90 acres of the highest risk areas on the Preserve which can be found on the site plan map.

Our objective is to protect, manage and restore portions of the land, water and other natural resources found on the 1,773-acre Preserve. Our goals and deliverables of the shaded fuel break are as follows:

- Reduce wildfire risk through removal of encroaching vegetation
- Keep mature fire resistant trees & ensure their longevity
- Remove fuels to an optimum 60% open canopy
- Protect water quality through prevention of wildfire & associated sediment flowing into the Bear River and tributaries
- Protection of low vegetative ground cover that holds soils in place & allows for better groundwater nutrient filtration
- Improve riparian & wetlands through restoration of ecosystem function & enhancement of wildlife habitat

- Improve access for wildlife mobility & increase forage and grazing habitat
- Protect the cultural & pre/historical resources of the Preserve
- Increase opportunities for tourism & recreation by protecting the trails from fire risk, and linking to adjacent preserved lands
- Generate biomass products such as firewood for local use & wood chips for onsite use
- Maintain working landscape managing ongoing livestock grazing in a sustainable regime

We have sufficient funding to maintain the Preserve by managing at “business as usual” in perpetuity. However, we need additional funds to further enhance its protection. To achieve this we will need a combination of sources including SNC fuel reduction Funds as well as the investigation of carbon credit sales. PLT received funding from NRCS’s Conservation Innovation Grant (CIG) program to complete a carbon sequestration inventory of carbon offsets with the Climate Action Reserve (CAR). Our goal is to leverage progress and funding already obtained to implement the newly created IFMP within the Bear River Watershed meeting SNC program goals. If our CIG project is successful and we are able to sell carbon credits from the Preserve, we will be able to reinvest those funds back into the property and complete future fuel reduction projects on the remaining acreage over time.

Summary: The Harvego Bear River Preserve Improved Forest Management Implementation project will enhance the Bear River watershed by protecting water quality through improved forest management practices aimed at limiting erosion and sedimentation, reduce wildfire intensity and severity and create a healthier ecosystem. Funding from the Healthy Forest Program will complete step 1 of a shaded fuel break by thinning 90 acres (approximately 300 feet wide) on the highest risk portions of the Preserve.

Environmental Setting: In Placer County NW of Auburn in the Bear River watershed. It carries vital water from the Sierra across the State. It has 21 acres of wetlands including ponds, streams and 3 miles of Bear River frontage. It is the largest intact working cattle ranch in the Placer foothills.

b. Work plan and Schedule Narrative

Commence August 2012: PLT and forester field visits to GPS project boundary and layout project. Sensitive areas both biological and archeological will be flagged and recorded appropriately. September 2012: Forester will continue with operations plan focusing to restore oak species while retaining conifer diversity and some thick brush patches. October 2012: field work begins. Brushing and piling shall take place into November. PLT would like to have all brushing and piling completed by Dec. 15, 2012. Jan. 5, 2013 or as the weather permits burning will begin. We anticipate a maximum 45 days of burning, and shall be finished no later than May 15, 2013. All burn windows will be followed up with mop-up and patrol of perimeter. Following

the conclusion of burning, PLT will monitor the burn pile sites and begin restoration practices. Planting will commence in Spring 2013, and we will be seeding in burn piles.

DETAILED PROJECT DELIVERABLES	TIMELINE
Project Planning – field site visits to layout shaded fuel break, GPS work and mapping	August-September 2012
Begin field work – removing vegetation, brush work and piling	October-December 15th 2012
Field work – burning and on-going monitoring of burn	January 5th – May 2013
Monitoring and maintenance of revegetation and treatments	March -June 2013

c. Restrictions, Technical/Environmental Documents and Agreements Narrative

PLT is the Preserve owner and Placer County holds the Conservation Easement (CE). The activities described in this grant are consistent with the Purpose of the Easement, reserved rights and permitted uses and all other agreements. We received acquisition funds from the Wildlife Conservation Board (WCB). We are investigating the potential for selling carbon credits with the Climate Action Reserve (CAR). The Preserve is listed with CAR and should be registered in 2012. All of the activities described in this project are consistent with the grant agreement with WCB, the Conservation Easement, and CAR.

This project qualified with a Categorical Exemption, Notice of Exemption, from Placer County Planning Department as the lead agency. In addition PLT received a Placer County Tree Permit. Please see attached documents. No other permits are applicable.

d. Organizational Capacity Narrative

PLT, the first land trust in the Sierra to receive national accreditation from the Land Trust Accreditation Commission, has the necessary experience to do this project. Since 1991 we have acquired 7,211 acres of land through 28 separate acquisition projects. PLT has a combined 38 years of land protection/management experience on staff as well as an extremely qualified Board of Directors. We have successfully completed a similar shaded fuel break project on our Canyon View Preserve working with registered foresters. We work with Placer County, BLM, Cal FIRE, and local Fire Safe Councils to manage properties including planning, implementing and management of future recreational opportunities and fuel reduction projects. In addition, PLT

holds more than \$62 million in assets, \$5.5 million in investments and a \$500,000 endowment to assist in the long-term management of the project.

e. Cooperation and Community Support Narrative

This project is the culmination of years of partnership and joint venture work with the County. The Preserve was acquired with assistance from Placer County in support of the County General Plan and the pending Placer County Conservation Plan. In addition, this project is consistent with the Cosumnes, American, Bear, & Yuba (CABY) IRWMP. Letters of support were received from: Placer County Community Development Resource Agency, Placer County Air Pollution Control District, Sierra Business Council, and Sierra College. This project also leverages funding received from the Natural Resource Conservation Service who has a vested interest in continuing their support of this project. Enhancement of the Harvego Bear River Preserve will leverage ongoing efforts by the Resources Agency, PLT, TPL, Placer County and the Bear-Yuba Partnership to preserve land in the Bear River watershed.

f. Long-Term Management and Sustainability Narrative

We are currently developing a long term management plan and an IFMP for carbon sequestration offsets for the Preserve, to be provided to SNC when complete. This will assist us in management on a 100-year carbon cycle. In 2013 once the project is registered with CAR, we intend to sell credits in the compliance market to increase the management endowment. Funding from this SNC grant would jump start future fuel reduction work on the Preserve to protect the Bear River watershed against fire risk thus improving forest health. Several management objectives are intended for the Preserve including shaded fuel breaks, management of rotational grazing and invasive species management and the development of future recreational opportunities. These examples all have an overall goal of protecting water quality by improving the forest health to enhance stream function, reduce erosion and sedimentation. We have an endowment and hold a grazing lease for the property to assist in long-term management.

g. Performance Measures Narrative

The main performance measures this project focuses on are:

Acres of land improved or restored – 90+ acres improved to reduce the risk of catastrophic fire, improve wildlife habitat and improve water quality in the Bear River watershed.

Feet of trail/path constructed or improved - 4 miles of recreation trails improved for public safety.

Tons of carbon sequestered, emissions avoided and reduction of mass pollutants – improved forest health will help meet State AB32 requirements. This project has the potential to store up to 65,601 total tons of carbon or roughly 37 tons/acre based on preliminary CAR protocols.

Dollar value of resources leveraged for the Sierra Nevada – over \$10 million invested on this property with funding from County, State, and Federal grants and private donations.

Number of people reached – improved trails & increased hikes/recreation and a new recreation access point help make the Sierra foothills a great destination for public recreation.

Appendix B3

SIERRA NEVADA CONSERVANCY PROPOSITION 84 - DETAILED BUDGET FORM

Project Name: Harvego Bear River Preserve Improved Forest Management Implementation Project

Applicant: Placer Land Trust (PLT)

SECTION ONE DIRECT COSTS	Year One	Year Two	Year Three	Year Four	Year Five	Total
<i>Project Management Costs</i>	\$25,000.00	\$15,000.00	\$8,000.00			\$48,000.00
<i>Site Restoration Work Costs</i>	\$202,500.00	\$15,000.00	\$7,500.00			\$225,000.00
<i>Project Equipment, Building, Land purchases</i>						\$0.00
Training	\$500.00					\$500.00
Equipment	\$1,000.00					\$1,000.00
Mileage	\$100.00	\$100.00	\$100.00			\$300.00
						\$0.00
DIRECT COSTS SUBTOTAL:	\$229,100.00	\$30,100.00	\$15,600.00	\$0.00	\$0.00	\$274,800.00

SECTION TWO INDIRECT COSTS	Year One	Year Two	Year Three	Year Four	Year Five	Total
<i>Monitoring</i>	\$5,800.00	\$5,800.00	\$5,800.00			\$17,400.00
<i>Project materials & supplies purchased</i>						\$0.00
<i>Publications, Printing, Public Relations</i>						\$0.00
Mileage	\$100.00	\$100.00	\$100.00			\$300.00
INDIRECT COSTS SUBTOTAL:	\$5,800.00	\$5,800.00	\$5,800.00	\$0.00	\$0.00	\$17,700.00
PROJECT TOTAL:	\$234,900.00	\$35,900.00	\$21,400.00	\$0.00	\$0.00	\$292,500.00

SECTION THREE						Total
Administrative Costs (Costs may not to exceed 15% of total Project Cost) :						
<i>*Organization operating/overhead costs</i>	\$2,500.00	\$2,500.00	\$2,500.00			\$7,500.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
ADMINISTRATIVE TOTAL:	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$7,500.00
SNC TOTAL GRANT REQUEST:	\$237,400.00	\$38,400.00	\$23,900.00	\$0.00	\$0.00	\$300,000.00

SECTION FOUR	Year One	Year Two	Year Three	Year Four	Year Five	Total
OTHER PROJECT CONTRIBUTIONS						
<i>List other funding or in-kind contributors to project (i.e. Sierra Business Council, Department of Water Resources, etc.)</i>						
Sierra Business Council						\$0.00
NRCS	\$75,000.00					\$75,000.00
P.C.RCD	\$5,000.00	\$5,000.00				\$10,000.00
Placer County	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$100,000.00
Placer Land Trust	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$200,000.00
						\$0.00
Total Other Contributions:	\$140,000.00	\$65,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$385,000.00

NOTE: The categories listed on this form are examples and may or may not be an expense related to the project. Rows may be added or deleted on the form as needed. Applicants should contact the SNC if questions arise.

* Operating Costs should be allocated to the percentage that is applicable to the grant based on your cost allocation methodology and cannot exceed 15% of your total project costs.



COUNTY OF PLACER TREE PERMITS

3091 County Center Dr.
Auburn, CA 95603
530-886-3000

HARVEGO FUELS MANAGEMENT PROJECT

APN: 026-061-068-000

PERMIT#: PTRE - 20110381

Project Location (Site Address): NO ADDRESS ON FILE

Application Date: 12/05/2011

Staff Assigned: CSCHMIDT

Date Issued: 12/15/2011

Subdivision: 330.6 AC SEC 3 13 7

Date Expires:

Project:

Issued By: CSCHMIDT

Project Description: FUELS MANAGEMENT PROGRAM ON CONSERVATION SITE TO REDUCE FIRE SEVERITY AND INTENSITY; CONSISTENT WITH APPLICANT'S HEALTHY FOREST INITIATIVE ON THE PROPERTY. TOTAL NUMBER OF TREES TO BE REMOVED TBD.

NINE TOTAL PARCELS TOTALING 1,773 ACRES.

OWNER INFORMATION:

Name: PLACER LAND TRUST ET AL

Address: 11661 BLOCKER DR STE 110

City: AUBURN

State: CA

ZIP: 95603

Phone:

APPLICANT INFORMATION

Name: PLACER LAND TRUST ET AL

Address: 11661 BLOCKER DR STE 110

City: AUBURN

State: CA

Zip: 95603

Phone:

PERMIT FEES:

Fee Code Desc	Total amount due on permit	Total Fees Paid to date	Total remaining Due	Date Paid	Receipt
EXEMPTION VERIFICATION	\$26.00	\$26.00	\$0.00	12/05/2011	11-0078625
NOTICE OF EXEMPTION (CLERK RECORDER)	\$50.00	\$50.00	\$0.00	12/05/2011	11-0078625
TREE PERMIT	\$26.00	\$26.00	\$0.00	12/05/2011	11-0078625
	\$102.00	\$102.00	\$0.00		

PLACER COUNTY REQUIREMENTS

PLN CATEGORICAL EXEMPTION; CLASS 7, SECTION 15307

PLN HABITAT RESTORATION PROJECT MAINTAINS, RESTORES AND ENHANCES A NATURAL RESOURCE

PLN APPROVED/EXEMPT

NO IMPACTS TO WETLANDS

ONLY DEAD MATERIAL IN RIPARIAN AREAS TO BE REMOVED

MECHANICAL VEGETATION MODIFICATIONS TO BE PERFORMED AS PER PROJECT DESCRIPTION PROVIDED BY APPLICANT

ZONING: 1870

ACRES: 330.36

Applicant Signature: _____

Date: _____

Approved: _____

Placer County

Date: 12-16-11

Attached Project Description:

The Harvego Fuels Management Project describes a strategy for fuels management to reduce fire severity and intensity. This project is intended to address fuel reduction to the extent possible while maintaining the wildlife habitat and recreational values which are consistent with the Conservation Easement and grant agreements associated with the property. This project consists of minor alteration of vegetation, including fuel management activities to reduce the volume of flammable vegetation.

Vegetation types include foothill woodland species: interior live oak, blue oak, and California black oak, and other shrub cover in the understory.

Hardwood conifers <12 inches in diameter at breast height (DBH) shall be removed to create a horizontal separation of crowns by at least 10 feet. Multi thinned hardwoods shall be thinned back leaving only one to three dominant sites, and removal of all ladder fuels within 10 feet of the drip line.

Vegetation treatments methods include hand clearing/chipping, hand pile & burning, grazing, hand and machine pulling and piling, and mastication. Vegetation treatments include removing heavy accumulations of surface fuels, thinning trees and removing brush to break up the horizontal continuity; pruning lower limbs to remove ladder fuels; pulling invasive species. Material generated will be chipped, hand piled and burned, and masticated. Thinning zones are located adjacent to roads and residential areas and can extend into the wildlands 100 feet or more.

Mechanical vegetation modifications shall not occur within:

- 50 feet of cultural resources;
- 50 feet of wetlands, riparian vegetation, and perennial watercourses, as measure from the watercourse or lake transition line;
- 50 feet of seasonal watercourses;
- 20 feet of canal water surface;
- In addition, only dead material within the 50 feet of the watercourse, lakes, and riparian vegetation shall be removed.



PLACER COUNTY PLANNING DEPARTMENT

Reserved for Date Stamp

AUBURN OFFICE

3091 County Center Drive

Auburn, CA 95603

530-745-3000/FAX 530-745-3080

Web page: www.placer.ca.gov/planning Email: planning@placer.ca.gov

TAHOE OFFICE

565 W. Lake Blvd./P. O. Box 1909

Tahoe City CA 96145

530-581-6280 /FAX 530-581-6282

RECEIVED
DEC 05 2011
CDRA

TREE PERMIT

Required Site Plans: 3 (8-1/2x11" or folded that size)

Required Applications: 1

Filing Fee: \$25.00

Note: Tree Permits are valid for 6 months from the date of approval, unless otherwise noted by the approving body.

--For Planning Department Use Only--

Accepted By Chris Schmidt Receipt # 11-0078625 APN VA210-3
Date 12-5-11 Zoning T-B-X 160 AC MIN File # T2010301
Community Plan PCCP

--To Be Completed By Applicant--

- Property Owner Placer Land Trust Telephone # 530-887-9222
Address 11661 Blocker Drive, Suite 110 City Auburn
FAX # 530-888-7720 Email address jessica@placerlandtrust.org
- Applicant Placer Land Trust Telephone # 530-887-9222
Address 11661 Blocker Drive, Suite 110, Auburn
FAX # 530-888-7720 Email address janet.voris@placerlandtrust.org
- Project Location: N of Auburn by Auburn Valley Golf Club, end of Auburn Valley Rd & Curtola
- Describe trees to be removed, trees impacted, species, diameter at breast height, and what development activity will occur in the general vicinity of the tree (i.e. grading, utilities, structures, etc.). See attached
- Reasons for Removal Create shaded fuel break to decrease risk of fire, improve forest health, remove diseased trees to prevent spread of disease to other trees.
- Has a site plan been included with this application? Yes (See reverse for site plan requirements)
- Has an Arborist's Report been included with this application? No (Note: In most cases an Arborist's Report is not required)

I hereby declare that the above information and the information shown on the site plan are accurate.

[Signature]
Signature of Property Owner (mandatory)

[Signature]
Signature of Applicant

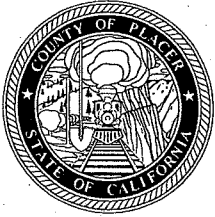
12/05/11
Date

--For Planning Department Use Only--

Date of Approving Body's Action 12-5-11 Approved ☒ Denied ☐

Summary/Conditions of Approval: APPROVED
No Riparian, Wetland Impacts

[Signature]
Signature of Approving Body



PLACER COUNTY PLANNING DEPARTMENT

Reserved for Date Stamp

AUBURN OFFICE
3091 County Center Drive
Auburn, CA 95603
530-745-3000/FAX 530-745-3080
Website: www.placer.ca.gov/planning

TAHOE OFFICE
565 W. Lake Blvd./P. O. Box 1909
Tahoe City CA 96145
530-581-6280/FAX 530-581-6282
E-Mail : planning@placer.ca.gov

EXEMPTION VERIFICATION

RECEIVED
DEC 05 2011
CDRA

Fee \$ 76 Receipt # 11-001805 Accepted by CSchmitt Date Received: 12-5-11 File #:

--TO BE COMPLETED BY APPLICANT--

Assessors Parcel Number(s) 026061068,026020013,026020012,026020011,026020009,026061007,026061051

Property Owner Placer Land Trust 026061003,026061001

Mailing Address 11661 Blocker Drive, Suite 110 City Auburn State CA

Phone 530-887-9222 E-mail address jessica@placerlandtrust.org

Project Location -- Be Specific N of Auburn near Auburn Valley Golf Club, end of Auburn Valley Rd & Curtola Ranch Rd

Proposed Project Shaded fuel break to help prevent catastrophic fires, remove diseased trees, improve overall health of forest and increase carbon sequestration capabilities.

	YES	NO
1. Are any trees located on the property within 50' of any proposed grading? (if yes, show all tree locations and their driplines within 50' of any grading activity)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Is the project within a floodplain?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Are any archaeological, cultural, or historical sites present?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Are any wetlands, riparian areas, or vernal pools present onsite?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Are any rare, threatened, or endangered species present onsite?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the project within an overflight zone of any airport?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Can the project impact, or be impacted by, either landfill operations, or sewage disposal facilities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Is the project within the Tahoe Basin?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Is there any grading associated with this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Is there a significant (10,000 sq. ft. or more) amount of impervious surface (paving, roof, sidewalk, etc.) proposed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Is there a potential for increased traffic?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Signature of individual completing this form

Printed Name and Telephone Number

--TO BE COMPLETED BY REVIEWER--

Categorical Exemption Class and Number Class A, Section 18.36.000

Project Planner Christopher Schmitt

Field Verification Date 12-15-11

Field Planner [Signature]

Name

Senior Planner

Title

Notice of Exemption

To: ☒ Office of Planning and Research
P.O. Box 3044, Room 222
Sacramento, CA 95814

☒ County Clerk
County of Placer

From: Placer County
Community Development Resource Agency
Attn: Maywan Krach, Environmental Coordination Services
3091 County Center Drive, Suite 190
Auburn, CA 95603

Project Title: Harvego Fuels Management Project

Project Number: PTRE 20110381

APN#: 026-061-068-000, 020-200-013, 026-020-012, 026-020-011, 026-020-009, 026-061-007, 026-061-051, and 026-061-003, 026-061-001

Project Location: 1,773 acres adjacent to Auburn Valley Country Club

Description of Nature, Purpose, and Beneficiaries of Project:

Fuels management program on conservation site to reduce fire severity and intensity; consistent with Applicant's "Healthy Forest" initiative on the property. Total number of trees to be removed TBD. Project is consistent with terms of the Deed of Conservation Easement between the Trust of Public Land and County of Placer. Specifically, Section 7 "h" allows for "the right to reduce fuel loads to help prevent wildfire consistent with the Purposes of this Easement."

Name of Public Agency Approving Project:

Placer County Community Development Resource Agency

Entitlement/Action Date

This project was approved on 12/15/11 by the Placer County Planning Division for a Tree Permit.

Name of Person or Agency Carrying Out Project:

Placer Land Trust

Exempt Status: (check one)

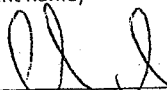
- ☐ Ministerial (Sec. 21080(b)(1); 15268);
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☒ Categorical Exemption. State type and section number: Class 7, Section 15307
☐ Statutory Exemptions. State code number:


Reasons why project is exempt:

Fuel load reduction is exempt from County Tree Ordinance. Project is minimizing impacts to wetlands and riparian areas. The project maintains, restores and enhances of a natural resource. The work program includes measures to protect cultural and habitat resources on the property.

Lead Agency Contact Person

Christopher Schmidt Title Senior Planner Tel: 530-745-3076
(print name)

Signature  Date 12/16/11

POSTED 12/18/2011
Through
JIM McCAULEY, COUNTY CLERK
By 
Deputy Clerk



State of California -- The Resources Agency
DEPARTMENT OF FISH AND GAME
2010 ENVIRONMENTAL FILING FEE CASH RECEIPT

RECEIPT# 110187
STATE CLEARING HOUSE# (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY

LEAD AGENCY PLACER COUNTY COMMUNITY DEVELOPMENT RESOURCE AGENCY ENVIRONMENTAL COORDINATION SERVICES			DATE 12/19/2011
COUNTY/STATE AGENCY OF FILING PLACER COUNTY CLERK AUBURN			
PROJECT TITLE HARVEGO FUELS MANAGEMENT PROJECT			
PROJECT APPLICANT NAME PLACER COUNTY COMMUNITY DEVELOPMENT RESOURCE AGENCY ENVIRONMENTAL COORDINATION SERVICES			PHONE NUMBER 530-745-3076
PROJECT APPLICANT ADDRESS 3091 COUNTY CENTER DRIVE STE 190	CITY AUBURN	STATE CA	ZIPCODE 95603

PROJECT APPLICANT (Check appropriate box):

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$2,839.25	\$ _____
<input type="checkbox"/> Mitigated/Negative Declaration (ND)(MND)	\$2,044.00	\$ _____
<input type="checkbox"/> Application Fee Water Diversion (State Water Resources Control Board Only)	\$850.00	\$ _____
<input type="checkbox"/> Projects Subject to Certified Regulatory Programs (CRP)	\$965.50	\$ _____
<input checked="" type="checkbox"/> County Administrative Fee	\$50.00	\$ <u>50.00</u>
<input checked="" type="checkbox"/> Project that is exempt from fees		
<input type="checkbox"/> Notice of Exemption		
<input type="checkbox"/> DFG No Effect Determination (Form Attached)		
<input type="checkbox"/> Other _____		\$ _____

PAYMENT METHOD:

☐ Cash ☐ Credit ☐ Check ☒ Other Journal Entry

TOTAL RECEIVED \$50.00

SIGNATURE

X

TITLE

DEPUTY

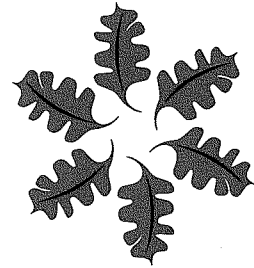
PROJECT APPLICANT COPY

DFG/ASB COPY

LEAD AGENCY COPY

COUNTY CLERK COPY

FG 753.5a (Rev. 11/09)



December 23, 2011

PLACER LEGACY

CONSERVING OUR LAND
PROTECTING OUR HERITAGE

Proposition 84 Healthy Forests Grant Selection Committee
Sierra Nevada Conservancy
11521 Blocker Drive, Suite 205
Auburn, CA 95603

RE: Placer Land Trust's Harvego Bear River Preserve Grant Application

To Whom It May Concern:

I am writing on behalf of Placer County to express support for Placer Land Trust's application to the Sierra Nevada Conservancy's Proposition 84 Healthy Forests Grant Program. This program would provide essential funding for the implementation of the Harvego Bear River Preserve Improved Forest Management Plan.

Placer County has partnered with the Placer Land Trust on a number of conservation projects and invested \$5 million to acquire a conservation easement on the 1,773-acre Harvego Bear River Preserve site.

In August 2011 Placer Land Trust obtained grant funding from the Natural Resources Conservation Service (NRCS) from their Conservation Innovation Grant program to complete a carbon inventory of the Preserve, register carbon offsets with the Climate Action Reserve, and draft an Improved Forest Management Plan (IFMP). Placer County also partnered with the Land Trust on this project.

The Improved Forest Management Plan will have multiple public benefits and will include numerous strategies for improving the health of the forest and its watershed, including: reducing fuel loads and the risk of wildfire, minimizing impacts from planned public recreation, removing invasive species, improving groundwater filtration, and reducing erosion and sediment runoff into the Bear River.

Placer County strongly supports this effort and urges the Sierra Nevada Conservancy to award the Proposition 84 Healthy Forests Grant funding to Placer Land Trust.

Sincerely,

Loren Clark, Assistant Director
Placer County Community Development Resource Agency



January 6, 2012

Proposition 84 Healthy Forests Grant Selection Committee
Sierra Nevada Conservancy
11521 Blocker Drive, Suite 205
Auburn, CA 95603

Subject: Support for the Placer Land Trust Grant Request from SNC's Proposition 84 Healthy Forests Program

Proposition 84 Grant Committee:

The Placer County Air Pollution Control District (District) commends the efforts of Placer Land Trust to draft the Harvego Bear River Preserve Improved Forest Management Plan (IFMP). The District strongly supports their application to the Sierra Nevada Conservancy's Proposition 84 Healthy Forests Grant Program.

Increasing levels of carbon dioxide and other greenhouse gases (GHG) in the atmosphere are projected to cause impacts to our forested landscape. The District recognizes that forest management plans have a clear and critical role in mitigating climate change through reducing the severity of wildfire, protection of trees from disease and insects, optimizing tree growth, and providing timber products and renewable energy. Just as importantly, strategic planning and management is essential to protect and maintain healthy forests and improve regional air quality. The District is a strong proponent of the proactive management approach contained in the IFMP, including ladder and surface fuels reduction, preservation of forested lands, and utilization of excess waste biomass for forest products and energy.

At the end of 2010, with primary funding from the state and county, and in partnership with the Trust for Public Land, Placer Land Trust acquired the 1,773-acre Harvego Bear River Preserve in Placer County. This forested foothill property along the Bear River is dominated by oak woodlands and mixed foothill conifers, and contains wetlands and 19 miles of streams and rivers.

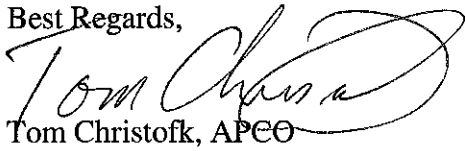
In August 2011, Placer Land Trust obtained grant funding from the Natural Resources Conservation Service (NRCS) from their Conservation Innovation Grant program to complete a carbon inventory of the Preserve, register carbon offsets with the Climate Action Reserve, and draft an Improved Forest Management Plan (IFMP). Although the IFMP will be drafted through the NRCS grant, Placer Land Trust is seeking funding to implement the IFMP aggressively using best practices for forest and watershed health.

The District is excited about the significant and multiple public benefits that are anticipated to result from implementation of the Improved Forest Management Plan. Specifically; the reduction of fuel loads and the risk of wildfire, minimizing impacts from planned public recreation, removing invasive species, improving groundwater filtration, and reducing erosion and sediment runoff into the Bear

River. The District looks forward to continuing our collaborative efforts with Placer Land Trust and will continue to assist with the review of the proposed methodologies and modeling for accuracy of quantification and to provide recommendations of the regulatory perspectives and the future land use planning efforts.

The Placer County Air Pollution Control District strongly supports this effort and urges the Sierra Nevada Conservancy to award Proposition 84 Healthy Forests Grant funding to Placer Land Trust.

Best Regards,

A handwritten signature in black ink, appearing to read "Tom Christofk", with a large, stylized flourish at the end.

Tom Christofk, APCO

SIERRA BUSINESS COUNCIL

P.O. Box 2428 • Truckee, CA 96160 • p. 530.582.4800 • f. 530.582.1230 • www.sbcouncil.org

December 19, 2011

Proposition 84 Healthy Forests Grant Selection Committee
Sierra Nevada Conservancy
11521 Blocker Drive, Suite 205
Auburn, CA 95603

To Whom It May Concern:

I am writing on behalf of the Sierra Business Council to express our support of Placer Land Trust's application to the Sierra Nevada Conservancy's Proposition 84 Healthy Forests Grant Program for its implementation of the Harvego Bear River Preserve Improved Forest Management Plan.

I sincerely believe in this project for the landscape conservation it achieves and the additional benefit of increasing awareness and participation in carbon markets. The sooner and more aggressively we can have companies and organization enter and participate in carbon markets, it will led to such markets' more general acceptance and validity. For these multiple and layered benefits I strongly support this project.

At the end of 2010, with primary funding from the State and County, and in partnership with the Trust for Public Land, Placer Land Trust acquired the 1,773-acre Harvego Bear River Preserve in Placer County. This forested foothill property along the Bear River is dominated by oak woodlands and mixed foothill conifers, and contains wetlands and 19 miles of streams and rivers.

In August 2011 Placer Land Trust obtained grant funding from the Natural Resources Conservation Service (NRCS) from their Conservation Innovation Grant program to complete a carbon inventory of the Preserve, register carbon offsets with the Climate Action Reserve, and draft an Improved Forest Management Plan (IFMP). Although the IFMP will be drafted through the NRCS grant, Placer Land Trust is seeking funding to implement the IFMP aggressively using best practices for forest and watershed health.

The Improved Forest Management Plan will have multiple public benefits and will include numerous strategies for improving the health of the forest and its watershed, including: reducing fuel loads and the risk of wildfire, minimizing impacts from planned public recreation, removing invasive species, improving groundwater filtration, and reducing erosion and sediment runoff into the Bear River.

On behalf of Sierra Business Council, I strongly supports this effort and urges the Sierra Nevada Conservancy to award the Proposition 84 Healthy Forests Grant funding to Placer Land Trust.

Sincerely,

Shane L. Lopez

Project Manager
Sierra Business Council

SIERRA COLLEGE

We facilitate learning, inspire change and build community

December 13, 2011

Proposition 84 Healthy Forests Grant Selection Committee
Sierra Nevada Conservancy
11521 Blocker Drive, Suite 205
Auburn, CA 95603

To Whom It May Concern:

I am writing on behalf of Sierra College to express our support of Placer Land Trust's application to the Sierra Nevada Conservancy's Proposition 84 Healthy Forests Grant Program for its implementation of the Harvego Bear River Preserve Improved Forest Management Plan. Several members of our college participated this summer in a Sustainability Leadership Institute with much of the project team and believe it is an important project that will also benefit Sierra College. Students in our Biology, Earth Science and Environmental Studies & Sustainability courses will benefit from the results of this project by gaining a better local understanding of issues they are already studying.

In August 2011 Placer Land Trust obtained grant funding from the Natural Resources Conservation Service (NRCS) from their Conservation Innovation Grant program to complete a carbon inventory of the Preserve, register carbon offsets with the Climate Action Reserve, and draft an Improved Forest Management Plan (IFMP). Although the IFMP will be drafted through the NRCS grant, Placer Land Trust is seeking funding to implement the IFMP aggressively using best practices for forest and watershed health.

The Improved Forest Management Plan will have multiple public benefits and will include numerous strategies for improving the health of the forest and its watershed, including: reducing fuel loads and the risk of wildfire, minimizing impacts from planned public recreation, removing invasive species, improving groundwater filtration, and reducing erosion and sediment runoff into the Bear River.

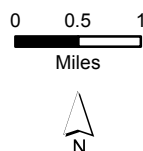
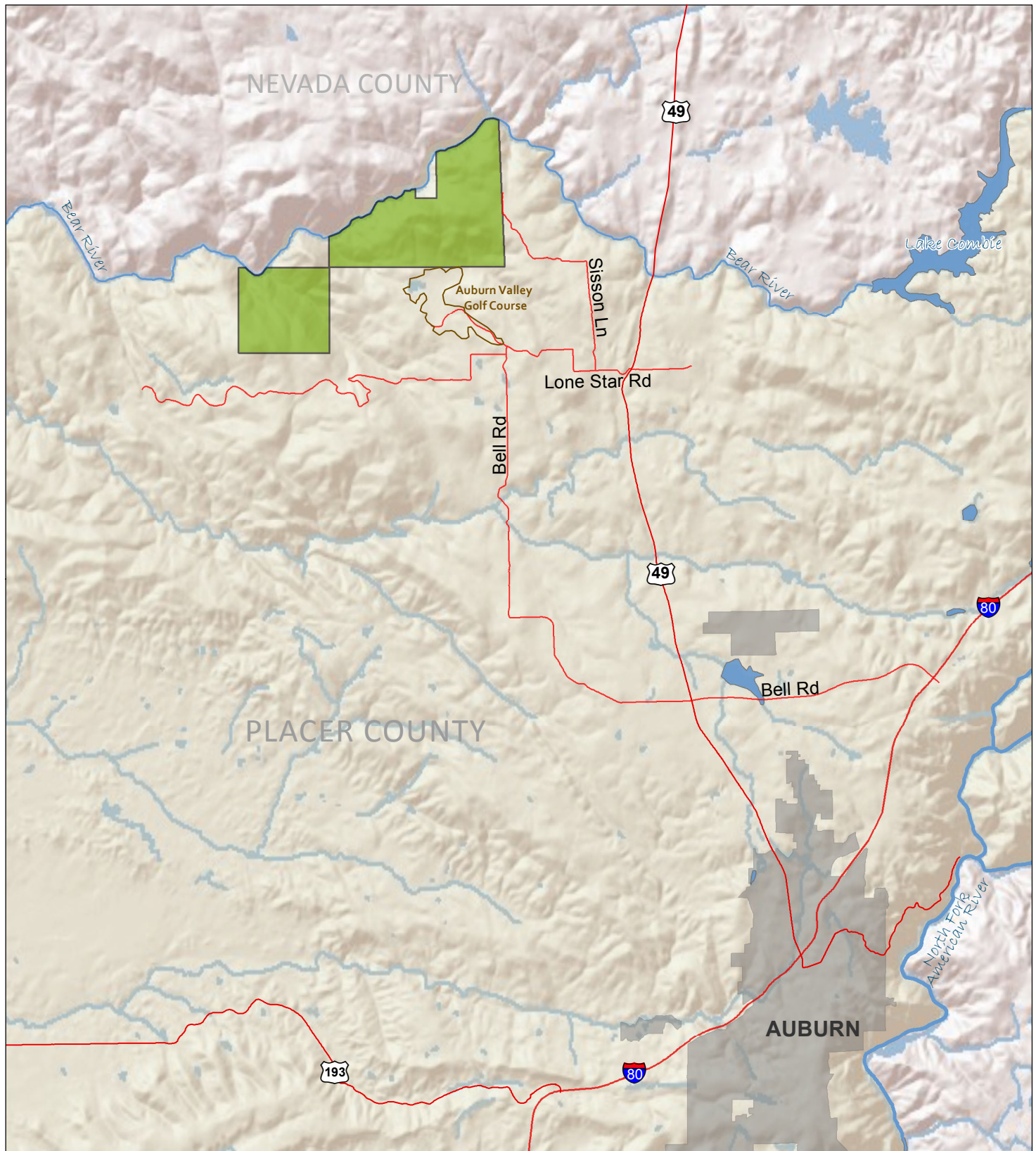
Sierra College strongly supports this effort and urges the Sierra Nevada Conservancy to award the Proposition 84 Healthy Forests Grant funding to Placer Land Trust.

Sincerely,



Michael A Kane
Associate Dean
Sciences & Mathematics Division

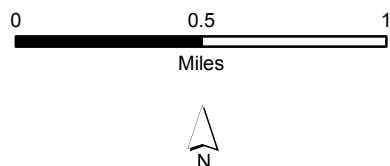
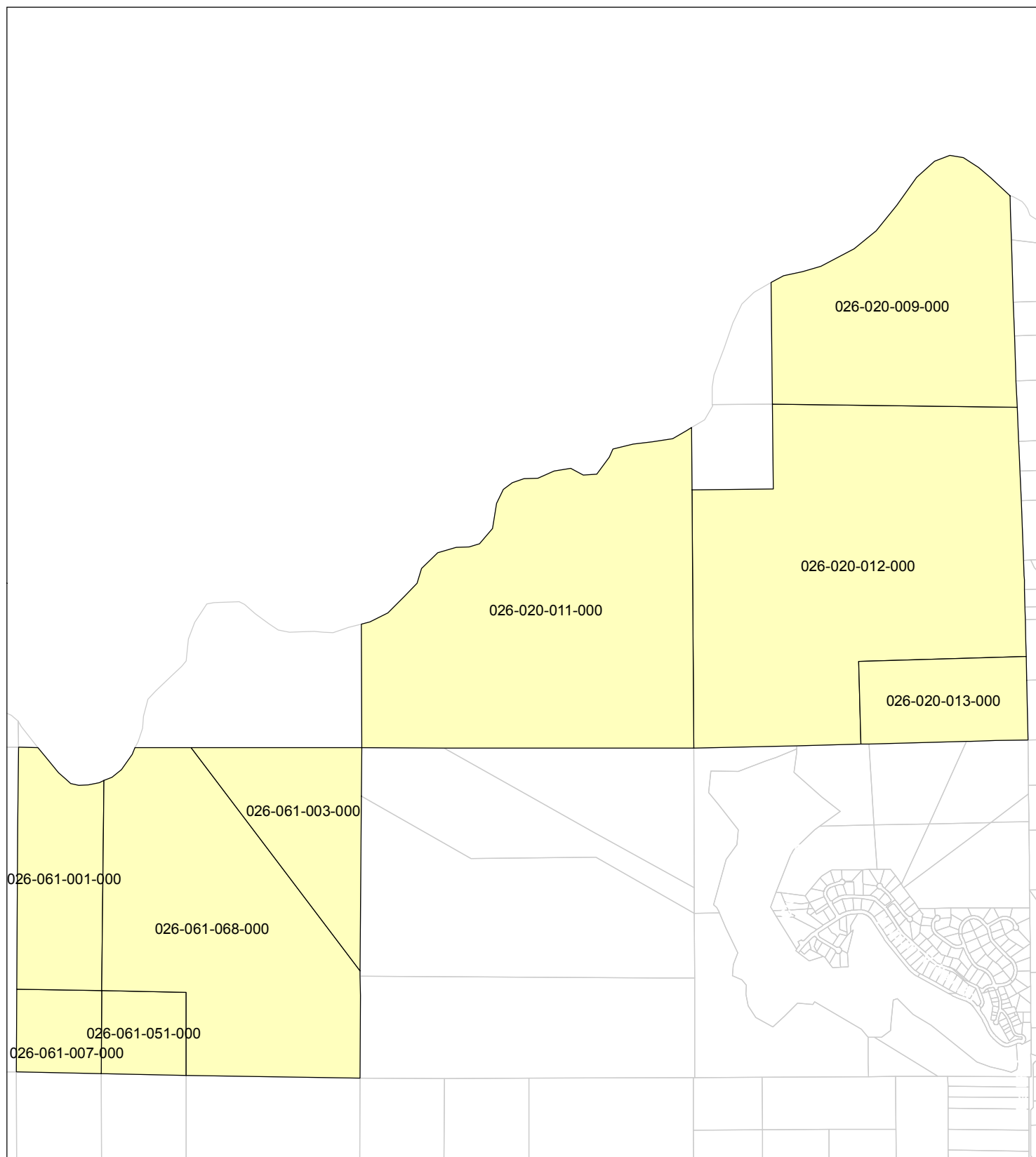
Harvego Bear River Preserve Vicinity Map





Legend

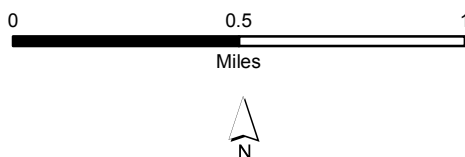
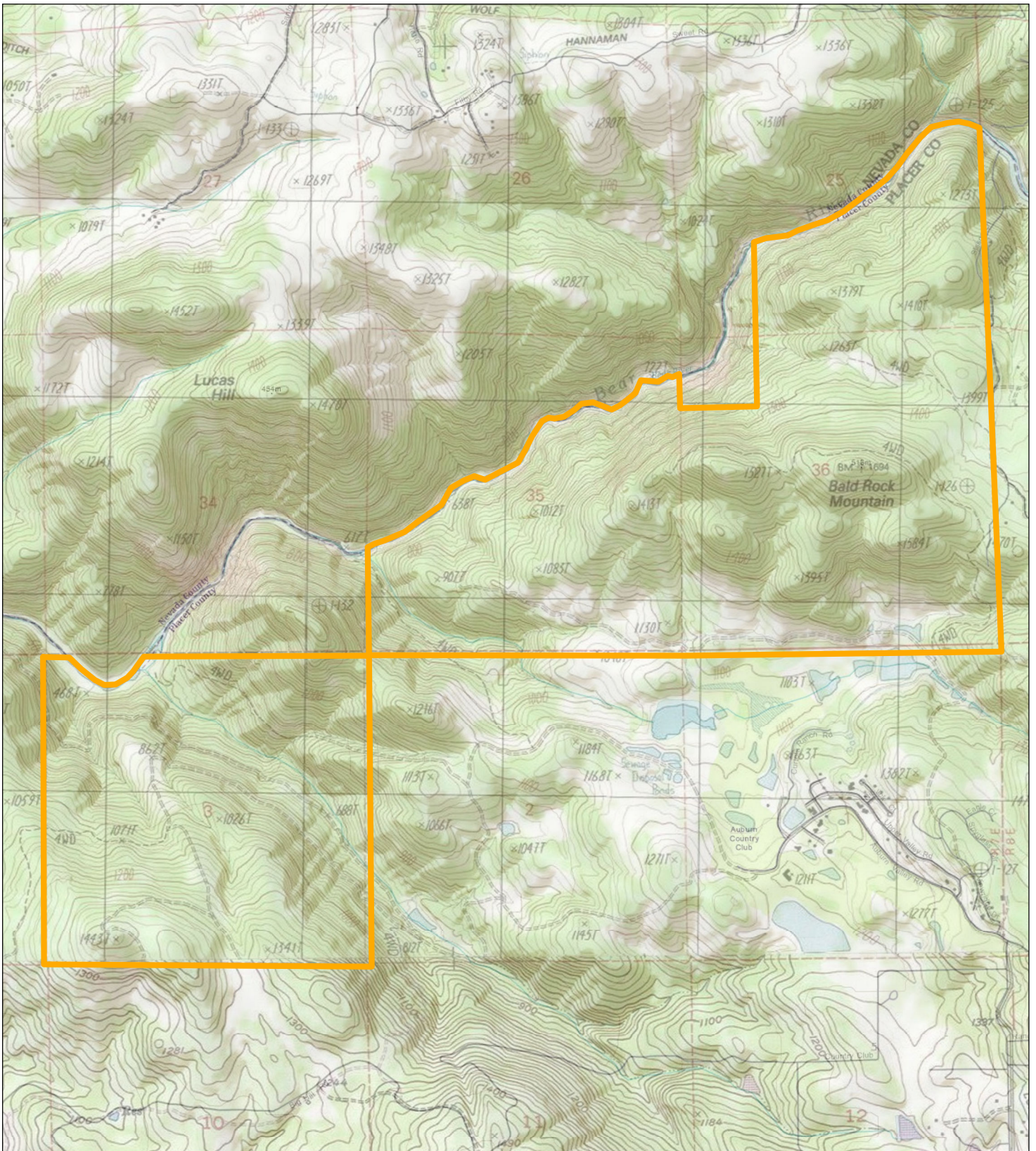
- Harvego BRP Boundary
 - City Limits
 - Placer County Boundary
- 21

Harvego Bear River Preserve Parcel Map

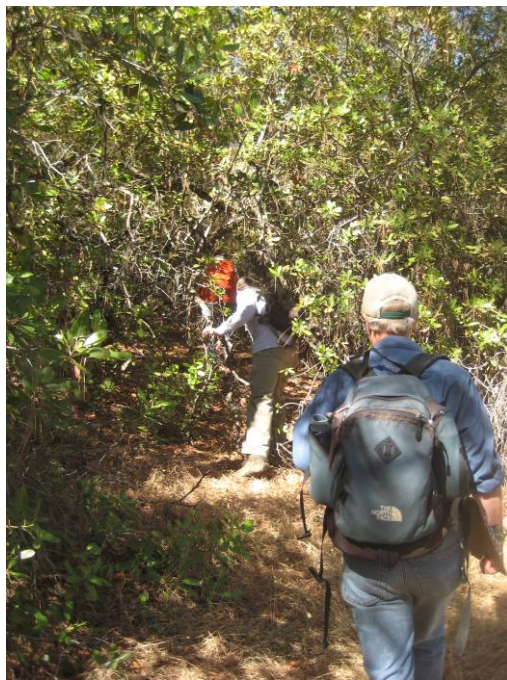


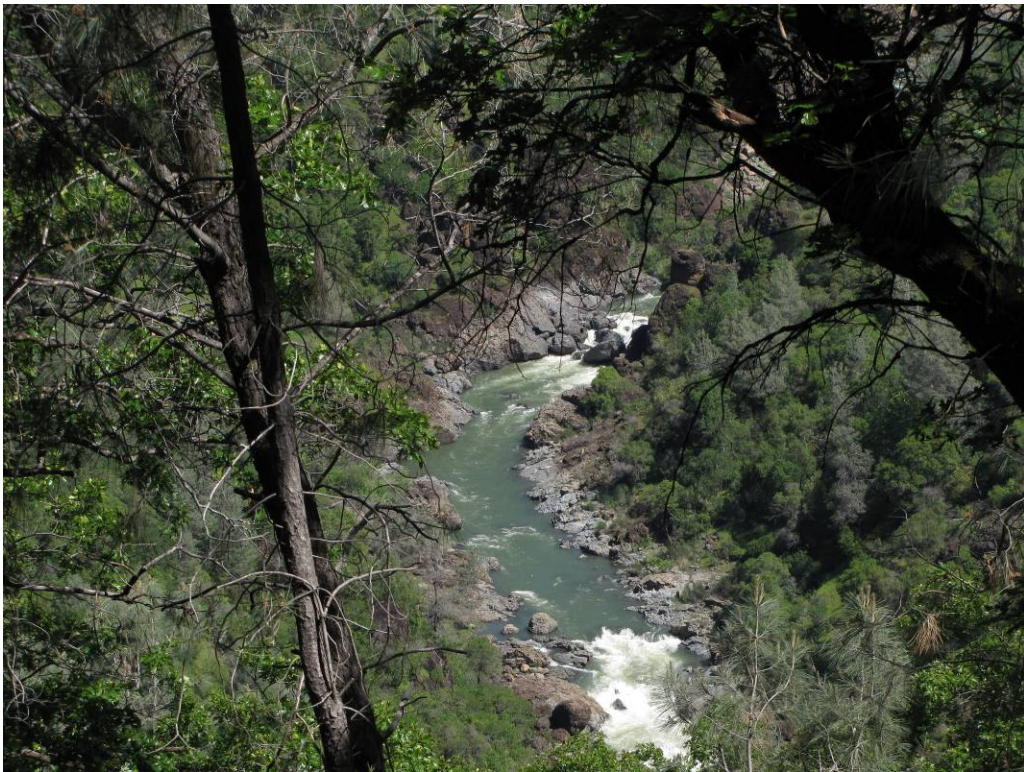
Legend	
	Harvego Bear River Preserve
	Parcels

Harvego Bear River Preserve Topo Map



Legend	
	Harvego BRP Boundary







RECORDING REQUESTED BY:
Trust for Public Land
101 Montgomery Street, Suite 900
San Francisco, CA 94104

MAIL TO:
County of Placer
Department of Facility Services
ATTN: Property Manager
11476 C Avenue
Auburn CA 95603

CERTIFIED TO BE A TRUE
AND CORRECT COPY OF

Document Recorded 12-21-2010

Series # 10-0106120

PLACER TITLE COMPANY

BY Ray Radovich

Deed of Conservation Easement

THIS DEED OF CONSERVATION EASEMENT (the "Easement") is made by The Trust for Public Land, a California non-profit public benefit corporation ("Grantor"), in favor of the County of Placer, a political subdivision of the State of California ("Grantee"). Grantor and Grantee are sometimes hereinafter each singularly referred to as "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Placer County, California, more particularly described in Exhibit A-1 and depicted on A-2 attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is comprised of Assessor Parcel Nos. 026-020-009, 026-020-011, 026-020-012, 026-020-013, 026-061-001, 026-061-003, 026-061-007, 026-061-051, 026-061-068, which totals approximately One Thousand Seven Hundred Seventy-Three (1,773) acres in size, and is zoned Farm combining a Building Site minimum site size of 160 acres (F-B-X-160 acres), and has a General Plan designation of Agriculture 80 acre minimum; and

WHEREAS, the Property possesses conservation values including natural, habitat, wildlife, recreational, agricultural, scenic, open space and cultural values of great importance to Grantee, the people of Placer County and the people of the State of California; and

WHEREAS, the Grantor desires to convey to Grantee this Easement; and

WHEREAS, Grantor intends, as owner of the Property, to convey the right to assure that the aforementioned values of the Property are preserved and protected in perpetuity, subject to the terms of this Easement; and

WHEREAS, Grantee is a governmental entity identified in Civil Code Section 815.3(b) and otherwise authorized to acquire and hold title to real property pursuant to Civil Code Sections 815 et. seq. and other provisions of California law;

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, and in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of California including Sections 815-816 of the Civil Code, Grantor does hereby deed and convey to Grantee this Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth. Grantor also conveys to Grantee all development rights associated with the Property except as hereinafter described.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

1. Purposes of Easement. The purposes of this Easement are to ensure that the Property will be retained in its predominantly natural condition; to preserve, protect, and maintain, in perpetuity the Protected Values of the Property as defined in Section 2, below, except as allowed by this Easement; and to prevent any use of the Property that will impair or interfere with its Protected Values, or impair the ability of the Grantee to achieve specific biological resources goals and objectives and develop a detailed conservation strategy, including specific land management requirements, in conjunction with the Placer County Conservation Plan ("PCCP"), or cause the Property to be unsuitable for use in conjunction with the PCCP, or otherwise cause Grantee to be unable to amend and/or convert this Easement as provided in Section 18, below (the "Purposes").
2. Protected Values. Specific attributes of the Property, which the Easement shall protect and conserve are hereinafter collectively referred to as the "Protected Values", and include but are not limited to:
 - a. Unfragmented blue oak woodland, blue oak-foothill pine woodland, blue oak woodland savannah, valley foothill riparian, riverine and other mixed hardwoods/conifer forest.
 - b. Open character of this region by preserving the natural landscape and the scenic values.
 - c. Protection from soil erosion and the resultant impacts to water quality on the Bear River and numerous intermittent tributaries of the Bear River, through land stewardship and application of sound land management practices on the Property.
 - d. Assurance that the Property shall be held and used for the purposes of plant and wildlife habitat preservation, restoration and management, environmental education and research, trail recreation, and for compatible public or private uses, all as may be consistent with natural habitat preservation and protection of sensitive natural resources.
3. Affirmative Rights and Interests Conveyed. To accomplish the Purposes of this Easement, the following rights and interests are conveyed to Grantee, its agents, and assigns by this Easement. These rights and interests shall be implemented through an operations and management plan (the "O&M Plan") for the Property to be developed by Grantor, subject to the approval of Grantee:
 - a. To identify, preserve and protect in perpetuity the Protected Values.
 - b. To enter upon, inspect, observe, and study the Property for the purposes of:
 - (1) identifying the uses and practices thereon and the baseline condition thereof,
 - (2) monitoring biological resources and the uses and practices regarding the Property to determine whether they are consistent with this Easement,

- (3) assuring restoration, adaptive management, and maintenance activities do not compromise the Protected Values, and
- (4) designing and constructing trails and any necessary appurtenant parking/staging areas and access roads.

Grantee shall make reasonable efforts to notify Grantor prior to entry on to the Property for these purposes, except when immediately necessary to prevent a violation of the terms of this Easement.

- c. To have full and unimpeded access to the Property, including for the purposes of facilitating, developing and implementing public use of trails and other recreation facilities if Grantee determines to do so. Prior to approval of the O&M Plan, Grantee shall make reasonable efforts to notify Grantor prior to entry on to the Property. Such entry shall be in a manner that will not unreasonably interfere with Grantor's or Grantor's successors' use and enjoyment of the Property.
- d. To prevent any activity or use of the Property that is inconsistent with the Purposes or conservation of the Protected Values and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use. However, it is not the intent of this Easement to limit Grantor's discretion to employ Grantor's choice of farm, ranch and forestry uses and management practices so long as those uses and practices are otherwise consistent with the terms of this Easement and do not cause the Property to be unsuitable for use in conjunction with the PCCP.
- e. To erect and maintain such signage on the Property as Grantee may determine it may need bearing such information as determined by Grantee to be necessary in order to inform the public of Grantee's rights and to exercise Grantee's rights, subject to prior approval of Grantor, which shall not be unreasonably withheld. Grantee shall be responsible for the costs of erecting, maintaining, repairing and replacing such signage.
- f. To convey to Grantee all development rights which may be associated with the Property, including the right to construct single family residential units and accompanying secondary dwelling units or any accessory structures on any currently existing legal parcel, and to convey any and all right by Grantor to apply for any land use entitlement, and/or further subdivision of the Property to allow for any new or enhanced development rights on the Property, except as specifically permitted by Grantee in writing. Grantor specifically acknowledges and waives any right to receive or use the benefit from any potential increase in allowable development rights associated with the Property resulting from future zoning changes and/or other governmental actions that would result in an increase in residential density on the property and intends to relinquish the right to further subdivide the Property. Notwithstanding the foregoing, Grantee acknowledges Grantor's currently expressed interest in retaining the right to construct a residential dwelling unit and other permitted secondary and accessory structures on up to five (5) acres of the Property for use in association with Grantor's management of the Property, and the parties acknowledge that other such similar uses may be needed in the future. The Parties agree that such needs shall be identified in the O&M Plan for the Property and upon approval of the Plan by the parties, Grantee shall transfer of such development rights to Grantor as are necessary to facilitate such use(s) in accordance with the Plan. Grantee's transfer of these rights shall not be unreasonably withheld.
- g. To convey the right for Grantee to construct and operate a non-motorized multiuse trail system on the Property, and associated facilities, including but not limited to staging areas, access roads, parking, restroom facilities, picnic areas, and water and

sewer disposal facilities (the "Trail System"). The Parties agree and acknowledge that the precise alignment and construction of the Trail System is subject to further technical and entitlement review and mutual approval by the Parties. The Parties agree to work cooperatively and use their respective best efforts to identify mutually agreeable non-motorized trail alignments and the location of a parking/staging area and associated facilities to constitute the Trail System. The Parties further agree and acknowledge that construction and utilization of the Trail System is intended to be part of the recreational values of the Property, consistent with the protection of the Protected Values

- h. To amend and/or convert this Easement and convey a habitat conservation easement as provided in Section 18, below.
 - i. To convey to Grantee all rights to enjoy access to the Property to the full extent Grantor possesses such rights in order to allow Grantee to exercise its rights under this Easement.
- 4. Uses and Practices. Grantee and Grantor intend that the Property shall remain as open space land with its primary purpose to further the Purposes described in Section 1. Certain uses and practices consistent with the Purposes of this Easement are set forth in Exhibit B attached hereto and incorporated herein by this reference. Examples of specific uses and practices which are inconsistent with the Purposes of this Easement are set forth in Exhibit C attached hereto and incorporated herein by this reference. The uses and practices set forth in Exhibits B and C are not necessarily exhaustive recitals of consistent and inconsistent activities, respectively. They are set forth both to establish specific permitted and prohibited activities, and to provide guidance in determining the consistency of other activities with the Purposes of this Easement.
- 5. Baseline Data. In order to establish the present condition of the Protected Values, Grantee has examined the Property and prepared a report attached hereto as Exhibit D ("Baseline Documentation Report") containing an inventory of the Property's relevant features and condition, its improvements and natural resources (the "Baseline Data"). A copy of the Baseline Documentation Report has been provided to Grantor, and another shall be placed and remain on file with Grantee. The Baseline Documentation Report has been signed by Grantor and Grantee, and thus acknowledged to accurately represent the condition of the Property at the date of the conveyance of this Easement. The Parties intend that the Baseline Data shall be used by Grantee to monitor Grantor's future uses of the Property and practices thereon. The Parties further agree that, in the event a controversy arises with respect to the condition of the Property or a particular resource thereof, the Parties shall not be foreclosed from utilizing any other relevant document, survey, or report to assist in the resolution of the controversy.
- 6. Grantor's Duties. Grantor shall undertake all necessary actions to perfect Grantee's rights under Section 3 of this Easement, and shall undertake all reasonable actions to protect and maintain the Protected Values.
- 7. Reserved Rights. Grantor reserves to itself, and to its duly authorized representatives and employees, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in, or permit, or invite others to engage in, uses of the Property that are not expressly prohibited herein and are not inconsistent with the

Purposes of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

- a. the right to sell or transfer the Property in its entirety, subject to Section 19, below;
- b. the rights to build on the Property consistent with Section 3(f), above;
- c. all right, title and interest in and to all tributary and non-tributary water, water rights, and related interests in, on, under, or appurtenant to the Property, provided that such water rights are used on the Property in a manner consistent with the Purposes of this Easement;
- d. all right, title and interest in subsurface oil, gas and minerals; provided that the manner of exploration for, and extraction of any oil, gas or minerals shall be only by a subsurface method consistent with the Purposes of this Easement, and shall not damage, impair or endanger the Protected Values of the Property;
- e. recreational activities including but not limited to hunting and fishing in accordance with established game laws and to the extent that such activities are not in conflict with Grantee's uses of the Property, including the Trail System;
- f. the right to control predatory, invasive, and problem animals (including but not limited to feral pig) by the use of depredation and selective control techniques in accordance with applicable state and federal law;
- g. the ability to restore, create, improve, and maintain habitat and natural resources in accordance with state and federal regulations unless such rights are amended and/or converted through the recordation of an amended easement as provided by Section 18, below;
- h. the right to conduct Sustainable Forestry activities on the Property as defined in Exhibit B, including the right to reduce fuel loads to help prevent wildfire consistent with the Purposes of this Easement;
- i. the right to conduct projects and activities consistent with the Purposes of this Easement that create, market, transfer and/or sell greenhouse gas ("GHG") sequestration or GHG reduction credits, carbon offset credits and/or any other methodology and/or market participation for the purposes of preventing or mitigating global warming, global climate change, accomplishing any other ecologically beneficial goal, and/or utilizing revenue from such carbon project(s), individually or collectively, to provide funding for the perpetual stewardship of the Protected Values; Further, this is recognized as being a public benefit by the 1993 United Nations Framework Convention on Climate Change; the Federal Energy Policy Act of 1992, section 1605 (a) and (b); and California Public Health and Safety Code section 42823(d), with which this Easement is in conformance;
- j. The right to engage in agricultural uses of the Property consistent with the Purposes of this Easement in accordance with sound, generally accepted agricultural practices, provided the agricultural uses are compatible with and do not impair the Protected Values, and further provided that the agricultural uses do not result in significant soil degradation, significant pollution or degradation of any surface or subsurface waters, and are consistent with applicable laws. For the purposes of this Easement "agricultural uses" shall be confined to: breeding, raising, pasturing, and grazing livestock of every nature and description for food production; breeding and raising bees; harvesting, forestry in accordance with applicable County, state and federal law;
- k. the right to rent the Property or portions thereof for limited terms for pursuit of permitted uses, provided, however, Grantor shall (1) provide at least sixty (60) days prior written notice to Grantee of its intent to lease any portion of the Property, (2)

append to each lease a copy of this Easement, and (3) provide to Grantee a copy of any lease subsequently entered into;

I. educational activities consistent with the Purposes of the Easement.

8. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purposes of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fail to begin curing such violation within the thirty (30) day period, or fail to continue to diligently cure such violation until finally cured, Grantee may bring an action at law or in equity of court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Protected Values, including damages for any loss thereof, and to require the restoration of the Property to the condition that existed prior to any such injury. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Protected Values of the Property, Grantee may pursue remedies under this paragraph without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
9. Costs of Enforcement. Any reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor following a violation by Grantor of the terms of this Easement that remains uncured after the expiration of the cure period, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.
10. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

11. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency condition to prevent, abate or mitigate significant injury to the Property resulting from such causes.

12. Costs and Taxes. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property. Grantor shall pay any and all taxes, assessments, fees and charges levied by competent authority on the Property or on this Easement. It is intended that this Easement constitute an enforceable restriction within the meaning of Article XIII Section 8 of the California Constitution and that this Easement qualify as an enforceable action under the provisions of California Revenue and Taxation Code Section 402.1.

13. Hold Harmless.

Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantee Indemnified Party" and collectively, "Grantee Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except that this indemnification shall be inapplicable to any Claim due solely to the negligence of Grantee or any of its employees; (ii) the obligations specified in Sections 6, 10 and 10(a); and (iii) the existence or administration of this Easement. If any action or proceeding is brought against any of the Grantee Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Grantee Indemnified Party.

Grantee shall hold harmless, protect and indemnify Grantor and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantor Indemnified Party" and collectively, "Grantor Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except that this indemnification shall be inapplicable to any Claim due solely to the negligence of Grantor or any of its employees; and (ii) the obligations specified in Section 10 as to obtaining any applicable governmental permits and approvals required for any activity or use requested by Grantee and permitted by this Easement. If any action or proceeding is brought against any of the Grantor Indemnified Parties by reason of any such Claim, Grantee shall, at the election of

and upon written notice from Grantor, defend such action or proceeding by counsel reasonably acceptable to the Grantor Indemnified Party.

14. Grantor's Environmental Warranty. This Easement is not intended to create environmental liability in the Grantee. The Grantor represents and warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property and hereby promises to defend and indemnify the Grantee Indemnified Parties from and against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with any release of hazardous waste or violation of federal, state or local environmental laws and not the result of Grantee's activities on the Property.

Notwithstanding any other provision herein to the contrary, the parties do not intend this Easement be construed such that it imposes on, creates in or gives the Grantee:

- a. the obligations or liability of an "owner" or "operator" as those words are defined and used in environmental laws, as defined below, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC section 9601 et seq., and hereinafter "CERCLA");
 - b. the obligations or liability of a person described in 42 USC section 9607 (a)(3) or (4);
 - c. the obligations of a responsible person under any applicable Environmental Laws, as defined below;
 - d. the right to investigate and remediate any Hazardous Materials, as defined below, associated with the Property; or
 - e. any control over Grantor's ability to investigate, remove, remediate, or otherwise clean up any Hazardous Materials associated with the Property.
 - f. The term "Hazardous Materials" includes, without limitation, (i) material that is flammable, explosive, or radioactive; (ii) petroleum products; and (iii) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Hazardous Materials Transportation Act (49 USC section 5101, et seq.), the Hazardous Waste Control Law (California Health and Safety Code section 25100 et seq.), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state, or local laws, ordinances, rules, or regulations now in effect or enacted after this date.
 - g. The term "Environmental Laws" includes, without limitation, any federal, state or local or administrative agency statute, regulation, rule, ordinance, order or requirement relating to pollution, protection of human health, the environment, or Hazardous Materials.
15. Access. Following the approval of the O&M Plan and the development of an approved Trail System, the Property shall be open to the public for recreational and/or educational uses. The Grantee shall hold harmless, indemnify, and defend Grantor and Grantor Indemnified Parties from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or connected with injury to or the death of any person, or physical damage to any property, resulting from such public access to the Property requested by Grantee and granted in writing in advance by Grantor, except to the extent of the adjudicated proportionate active fault of any of the Grantor Indemnified Parties.

Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Protected Values of the Property. If Grantor undertakes all reasonable actions consistent with the uses of the Property permitted by this Agreement to prevent the unlawful entry and trespass by persons, Grantee will not hold Grantor or its successors in interest liable for degradation or harm to the Protected Values of the Property stemming from trespass behavior.

16. Amendment. This Easement may be amended by Grantor and Grantee by mutual written agreement. However, any amendment shall be consistent with the Purposes of this Easement, shall not authorize additional dwelling units and shall not affect its perpetual duration. Any amendment shall be recorded in the official records of the County of Placer, State of California.
17. Assignment or Transfer of Easement. This Easement may be assigned or transferred by Grantee to an entity or organization authorized to acquire and hold conservation easements pursuant to California Civil Code Section 815.3 and Government Code Section 65965 (and any successor or other provision(s) then applicable), or the laws of the United States, upon obtaining the prior written consent of Grantor. Such consent shall not be unreasonably withheld by Grantor. If Grantee assigns its interest in this Easement, Grantee shall require the assignee to protect the Protected Values as defined in this Easement. Any assignment without such consent shall be void and of no effect.
18. Placer County Conservation Plan--Amendment and/or Conversion of Conservation Easement. Grantor acknowledges that Grantee is in the process of preparing a habitat conservation plan/natural communities conservation plan called the Placer County Conservation Plan ("PCCP"). The PCCP will establish a regional conservation program, including specific biological resources goals and objectives, and a detailed conservation strategy, including specific land management requirements, among other terms and conditions, which will fulfill requirements for permits authorizing the incidental take of certain covered species and natural communities. The terms and conditions of the PCCP must be approved by United States Fish and Wildlife Service under Section 10 of the Federal Endangered Species Act of 1973, as amended (16 U.S.C. Section 1531 *et seq.*) and by California Department of Fish and Game under California Fish and Game Code Section 2820 and set forth in the PCCP Implementing Agreement(s) (collectively, the "Agency PCCP Approvals"). Because the PCCP has not yet been finalized, and the Agency Approvals have not been given, the specific PCCP terms and conditions that may apply to the Property have not been determined. Grantor agrees that, after the Agency PCCP Approvals have been given and consistent with Section 16, above, this Easement may be amended and/or converted and replaced upon written request of Grantee to provide for improved or enhanced protection of the Protected Values on the Property as required by the PCCP, the PCCP Implementing Agreement(s) and the PCCP Reserve Management Plan for the Easement property in accordance with the PCCP, and agrees to cooperate with Grantee and sign any and all documents necessary to effectuate such amendment and/or conversion. The terms of any such amendment shall be subject to Grantor's approval, which may not be unreasonably withheld. Any such amendment shall not create an additional financial burden for Grantor, unless Grantor receives adequate financial compensation as determined by Grantor at its sole discretion, from Grantee or at Grantee's direction. Any such amendment shall be consistent with California law governing conservation easements and shall not affect the perpetual duration of this

Easement. Any such amendment and/or conversion shall be recorded in the official records of Placer County and Grantee shall promptly provide a conformed copy of the recorded amendment to the Grantor.

19. Transfer of Property. Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Grantee shall have the right to prevent any transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Easement (including the exhibits and documents incorporated by reference in it). The failure of Grantor to perform any act provided in this section shall not impair the validity of this Easement or limit its enforceability in any way.

20. Notices.

- a. "Notice" means any notice, demand, request or other communication or document to be provided under this Easement to a Party to this Easement
- b. The Notice shall be in writing and shall be given to the Party at its address or facsimile number set forth below, or such other address or facsimile number as the Party may later specify for that purpose by Notice to the other Party. Each Notice shall, for all purposes, be deemed given and received:

- (1) If given by facsimile, when the facsimile is transmitted to the Party's facsimile number specified below and confirmation of complete receipt is received by the transmitting Party during normal business hours or on the next business day if not confirmed during normal business hours;
- (2) If hand-delivered to a Party against receipted copy, when the copy of Notice is receipted;
- (3) If given by a nationally-recognized and reputable overnight delivery service, the day on which the Notice is actually received by the Party; or
- (4) If given by any other means, or if given by certified mail, return receipt requested, postage prepaid, two business days after it is posted with the United States Postal Service, at the address of the Party specified below:

If to Grantor: The Trust for Public Land
California State Office
101 Montgomery Street, Suite 900
San Francisco, CA 94104

Copies of any Notice to Grantor shall also be sent to:

Placer Land Trust
11661 Blocker Drive, Suite 110
Auburn, CA 95603
Telephone No. (530) 887-9222
Facsimile No. (530) 888-7720

If to the Grantee: County of Placer
Department of Facility Services
11476 C Avenue
Auburn, CA 95603
Attn: Property Manager
Telephone No. (530) 886-4900
Facsimile No. (530) 889-6857

Copies on any Notice to Grantee shall also be sent to:

County of Placer
Office of County Counsel
175 Fulweiler Avenue
Auburn, CA 95603
Facsimile No. (530) 889-4069

If to ARB: State of California
Air Resources Board
P.O. Box 2815
Sacramento, CA 95812-2815

- c. If any Notice is sent by facsimile, the transmitting Party shall send a duplicate copy of the Notice to the other Party by regular mail. In all events, however, any Notice sent by facsimile transmission shall govern all matters dealing with delivery of the Notice, including the date on which the Notice is deemed to have been received by the other Party.
- d. The provisions above governing the date on which a Notice is deemed to have been received by a Party to this Easement shall mean and refer to the date on which a Party to this Easement, and not its counsel or other recipient, to which a copy of the Notice may be sent, is deemed to have received the Notice.
- e. If Notice is tendered under the provisions of this Easement and is refused by the intended recipient of the Notice, the Notice shall nonetheless be considered to have been given and shall be effective as of the date provided in this Easement. The contrary notwithstanding, any Notice given to either Party in a manner other than that provided in this Easement that is actually received by the noticed Party, shall be effective with respect to such Party on receipt of the Notice.
- f. Provided that in the event Grantee assigns or transfers its rights under this Easement, copies of all notices to Grantee shall still be given to the County of Placer, Department

of Facility Services. Furthermore, Grantor, and Grantor's successors and/or assigns, shall notify Grantee within ten (10) days of the change in ownership of the Property or a portion thereof.

- g. Each Party shall make an ordinary, good faith effort to ensure that it will accept or receive Notices that are given in accordance with this paragraph, and that any person to be given Notice actually receives such notice. A Party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Section by giving the other Party written Notice of the new address in the manner set forth above.

21. General Provisions

- a. California Law. The Parties hereto acknowledge that this Easement has been negotiated and entered into in the State of California. The Parties hereto expressly agree that this Easement shall be governed by, interpreted under and construed and enforced in accordance with laws of the State of California. Venue for any disputes shall be the Superior Court for the State of California, Placer County. The Parties hereby waive any federal court removal rights and/or rights based on original jurisdiction that they may have.
- b. Liberal Construction. Any general rule of construction to be contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Purposes of this Easement and the policy and purpose of the California Conservation Easement Act of 1979, as amended. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- d. Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
- e. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- f. Joint Obligation. The obligations imposed by this Easement upon Grantors shall be joint and several.
- g. Successors; Recordation; Future Cooperation. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the Parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. Notwithstanding any provision of this Easement to the contrary, upon transfer of its fee interest in the Property, Grantor shall have no further obligations under this Easement, and Grantee shall thereafter look only to Grantor's successors-in-interests for fulfillment of any of Grantor's obligations or covenants under this Easement. Grantor consents to the recordation of this Agreement in the Official Records of Placer County. The Parties further agree and acknowledge that their respective obligations and the mutual goals of the Parties hereunder are dependent on the mutual cooperation and good faith efforts of the Parties. The Parties therefore agree

to execute such additional documents and take such other actions as may be reasonable and necessary to carry out the Purposes of this Agreement.

- h. Termination of Rights and Obligations. A Party's rights and obligations under this Easement terminate upon transfer of the Party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- i. No Governmental Approval. The grant of this Easement shall not grant or convey any discretionary land use approvals; nor shall it constitute a governmental approval of any improvements, construction or other activities which may be permitted under this Easement.
- j. Third Party Beneficiaries. This Easement creates one (1) third party beneficiary, the California Air Resources Board, an entity of the State of California Environmental Protection Agency ("ARB"). ARB is a third party beneficiary with its right limited to enforcing any obligation under the Easement to the extent it relates to Grantor's Carbon Project, including creation, marketing and sales of GHG sequestration or GHG reduction credits, carbon offset credits or related sales to the extent Grantor does so in accordance with Section 7(i), above. These rights include standing as an interested party in any proceeding affecting the Easement. ARB is named as a third party beneficiary only because Grantor estimates that the creation, marketing and sale of GHG sequestration or GHG reduction credits, carbon offset credits or related sales will be necessary to fund Grantor's perpetual stewardship of the Protected Values. Other than the foregoing, this Easement creates no additional third party beneficiaries.
- k. Counterparts. This Agreement may be executed in counterparts.
- l. Legal and Financial Review. Each party represents and warrants that it has had the opportunity to review this Easement with the legal and/or financial adviser(s) of its own choosing, or has knowingly declined the opportunity to do so. Grantor agrees and acknowledges that the Grantee makes no representations or statements of any kind regarding the tax consequences of this Easement.
- m. Attorneys' Fees. Should any party hereto commence any action or proceeding to enforce any provision of this Easement or for damages by reason of an alleged breach of any provision of this Easement or for declaratory relief or specific performance, the prevailing party shall be entitled to recover from the losing party or parties such amount as the court may adjudge to be reasonable attorneys' fees for services rendered to the prevailing party and costs and expenses incurred in such action or proceeding.
- n. No Waiver. Grantee's failure to enforce any right or provision of the terms and conditions of this Easement shall not constitute a waiver of such right or provision unless expressly acknowledged by Grantee in writing.

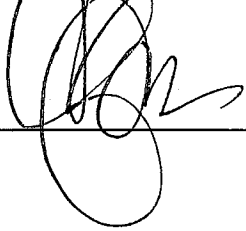
22. Unrecorded Baseline Information. The Parties agree and acknowledge that the Baseline Document Report attached as Exhibit D hereto is premised upon certain site maps, aerial photos, and ground level photography which is not suitable for recording at the Office of the County Recorder (hereinafter, the "Unrecorded Baseline Information.") County agrees to retain the Unrecorded Baseline Information at the Clerk of the Board of Supervisors, and at the Department of Facility Services, or other County office as the County may designate upon notice to Grantor, for at least ten (10) years from the date this Easement is recorded.

IN WITNESS WHEREOF, Grantor has executed this Deed of Easement this 16th day of December, 2010.

THE TRUST FOR PUBLIC LAND (GRANTOR)

By: 

Date: 12-16-10

By: 

Date: 12-16-10

[Notarization of Grantor's signatures]

- Exhibit A-1: Property Legal Description
- Exhibit A-2: Property Map
- Exhibit B: Permitted Uses and Practices
- Exhibit C: Prohibited Uses and Practices
- Exhibit D: Baseline Documentation Report

ACKNOWLEDGMENT

State of California
County of San Francisco

On Dec 16, 2010 before me Hsiao-Wen Shih, Notary Public personally appeared Gilman Miller, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity, and that by his/~~her/their~~ signature(~~s~~) on the instrument the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



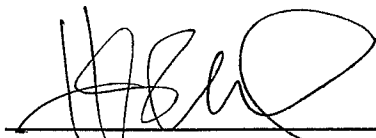
ACKNOWLEDGMENT

State of California
County of San Francisco

On Dec 16, 2010 before me, Hsiao-Wen Shih, Notary Public personally appeared Cecilia Blake, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity, and that by his/~~her/their~~ signature(~~s~~) on the instrument the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



EASEMENT PROPERTY LEGAL DESCRIPTIONPARCEL ONE:

THOSE PORTIONS OF SECTIONS 25, 35 AND 36, TOWNSHIP 14 NORTH, RANGE 7 EAST, M.D.B. & M., THAT LIE SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE NORTHEASTERLY IN A DIRECT LINE TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE CONTINUING IN A DIRECT LINE NORTHEASTERLY TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 25.

APNS: 026-020-012 AND 013

PARCEL TWO:

THOSE PORTIONS OF SECTIONS 25, 35 AND 36, TOWNSHIP 14 NORTH, RANGE 7 EAST, M.D.B. & M., WHICH ARE BOUNDED AS FOLLOWS:

ON THE NORTHWEST BY THE CENTER LINE OF THE BEAR RIVER; ON THE EAST BY THE EAST LINE OF SAID SECTION 25; ON THE SOUTHEAST BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE NORTHEASTERLY IN A DIRECT LINE TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE CONTINUING IN A DIRECT LINE NORTHEASTERLY TO THE EAST ONE-QUARTER (1/4) CORNER OF SAID SECTION 25; AND ON THE WEST BY THE WEST LINE OF SAID SECTION 35.

EXCEPTING THEREFROM THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 7 EAST, M.D.B. & M., WHICH LIES IN PLACER COUNTY.

APNS: 026-020-009 AND 011

PARCEL THREE:

THAT PORTION OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE SOUTH ALONG THE EAST LINE THEREOF 52.60 CHAINS; THENCE NORTH 37 DEGREES 30 MINUTES WEST 66.08 CHAINS TO THE NORTH ONE-QUARTER CORNER OF SECTION 3; THENCE EAST ALONG THE NORTH LINE OF SECTION 3, A DISTANCE OF 40 CHAINS TO THE POINT OF BEGINNING.

APN: 026-061-003

PARCEL FOUR:

EASEMENTS FOR INGRESS, EGRESS AND UTILITIES APPURTENANT TO PARCELS ONE THROUGH THREE ABOVE AS SET FORTH AND DESCRIBED IN THOSE CERTAIN DEEDS RECORDED JUNE 19, 1998, AS INSTRUMENT NO. 98-0047099, 98-0047100, 98-0047102, AND 98-0047103, OFFICIAL RECORDS, AND AS AMENDED BY AN INSTRUMENT RECORDED APRIL 6, 2000 AS INSTRUMENT NO. 2000-0023218

PARCEL FIVE:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B. & M., AND RUNNING THENCE WEST ON THE LINE DIVIDING THE SOUTH HALF OF SAID SECTION 3 INTO NORTH AND SOUTH HALVES TO THE WEST LINE OF SAID SECTION 3; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 3, TO THE NORTHWEST CORNER OF SAID SECTION 3; THENCE EAST ALONG THE TOWNSHIP LINE, THE SAME BEING THE NORTH SECTION LINE OF SAID SECTION 3 TO THE POINT BEING COINCIDENT WITH THE NORTHEAST CORNER OF LOT 2 (INCORRECTLY REFERRED TO AS LOT 21 IN DEED THAT RECORDED FEBRUARY 15, 2005 AS INSTRUMENT NO. 2005-0017339) OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 3; THENCE SOUTH 37 DEGREES 30' EAST 66 CHAINS AND EIGHT LINKS TO A POINT ON THE EAST LINE OF SAID SECTION 3, 52 CHAINS AND SIXTY LINKS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 3; AND THENCE SOUTH ON THE EAST LINE OF SAID SECTION 3 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING OUTSIDE OF PLACER COUNTY.

APNS: 026-061-001 AND 068 (PORTION)

PARCEL SIX:

THE WEST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 3 IN TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B. & M.

APNS: 026-061-007 AND 051

PARCEL SEVEN:

THAT PARCEL OF LAND DESCRIBED IN DEED TO ALLAN Y. WU RECORDED ON MARCH 4, 1991 IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY

ON DOCUMENT NUMBER 91-011403, OFFICIAL RECORDS, BEING A PORTION OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, PLACER COUNTY, CALIFORNIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, OF THE MOUNT DIABLO BASE AND MERIDIAN.

APN: 026-061-068 (PORTION)

PARCEL EIGHT:

A 50' NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO PARCELS SIX AND SEVEN ABOVE AS GRANTED TO CAROL R. WULFF, ET AL, IN INSTRUMENT RECORDED IN BOOK 1806, AT PAGE 243, ET SEQ, PLACER COUNTY OFFICIAL RECORDS, AS MORE PARTICULARLY DESCRIBED IN PARAGRAPH (B), AT PAGE 244 OF SAID INSTRUMENT.

PARCEL NINE:

A 50' NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO PARCELS SIX AND SEVEN ABOVE AS GRANTED TO CAROL R. WULFF, ET AL, IN INSTRUMENT RECORDED IN BOOK, 1806, AT PAGE 243, ET SEQ, PLACER COUNTY OFFICIAL RECORDS, AS MORE PARTICULARLY DESCRIBED IN PARAGRAPH (A) AT PAGE 244 OF SAID INSTRUMENT.

PARCEL TEN:

A NON-EXCLUSIVE EASEMENT 50 FEET IN WIDTH FOR INGRESS AND EGRESS APPURTENANT TO PARCELS SIX AND SEVEN ABOVE AS GRANTED TO CAROL R. WULFF, ET AL, IN INSTRUMENT RECORDED ON APRIL 25, 1977, IN BOOK 1832, AT PAGE 385, PLACER COUNTY OFFICIAL RECORDS.

PARCEL ELEVEN:

AN EASEMENT 50 FEET IN WIDTH APPURTENANT TO PARCELS SIX AND SEVEN ABOVE OVER AN EXISTING ROADWAY LOCATED IN THE WEST HALF OF SECTION 10, THE NORTHEAST QUARTER OF SECTION 10, AND THE WEST HALF OF SECTION 11, ALL IN TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B. & M., THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 10 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 10 BEARS NORTH 00 DEGREES 10'06" WEST 2133.23 FEET; THENCE FROM SAID POINT OF BEGINNING FOLLOWING ALONG THE CENTERLINE OF AN EXISTING ROADWAY THE FOLLOWING COURSES AND DISTANCES: SOUTH 64 DEGREES 38'04" EAST 231.43 FEET; SOUTH 45 DEGREES 43'10" EAST 426.44 FEET; SOUTH 69 DEGREES 45'45" EAST 286.51; NORTH 53 DEGREES 59'10" EAST 438.84 FEET; SOUTH 77 DEGREES 52'03" EAST 303.33 FEET; SOUTH 70 DEGREES 21'07" EAST 203.08 FEET; SOUTH 59 DEGREES 34

39'03" EAST 193.48 FEET; SOUTH 75 DEGREES 57'57" EAST 203.25 FEET; SOUTH 83 DEGREES 37'59" EAST 275.43 FEET; SOUTH 83 DEGREES 11'57" EAST 580.80 FEET; SOUTH 88 DEGREES 14'07" EAST 913.74 FEET; NORTH 53 DEGREES 34'28" EAST 156.51 FEET; NORTH 61 DEGREES 24'16" EAST 566.00 FEET; NORTH 48 DEGREES 27'58" EAST 370.45 FEET; NORTH 62 DEGREES 00'58" EAST 243.94 FEET; NORTH 65 DEGREES 03'28" EAST 258.89 FEET; SOUTH 77 DEGREES 10'07" EAST 258.05 FEET; SOUTH 50 DEGREES 56'52" EAST 579.20 FEET; SOUTH 22 DEGREES 21'03" WEST 221.03 FEET; SOUTH 44 DEGREES 08'57" EAST 168.60 FEET; SOUTH 61 DEGREES 16'46" EAST 152.83 FEET; SOUTH 88 DEGREES 31'02" EAST 329.19 FEET; NORTH 74 DEGREES 40'08" EAST 168.46 FEET; SOUTH 83 DEGREES 12'09" EAST 209.37 FEET; SOUTH 58 DEGREES 39'39" EAST 205.29 FEET; SOUTH 21 DEGREES 32'49" EAST 414.40 FEET; SOUTH 13 DEGREES 18'24" EAST 268.18 FEET; TO THE END OF THE EASEMENT HEREIN DESCRIBED AS GRANTED IN DEED RECORDED MARCH 24, 1995 AS INSTRUMENT NO. 95-014536.

SAID EASEMENT BEING THE SAME EASEMENT DESCRIBED FIRST IN EXHIBITS A, B, AND C OF THE PARCEL MAP WAIVER NO. P73170W RECORDED APRIL 8, 1980 IN BOOK 2245, PAGE 218 OFFICIAL RECORDS.

PARCEL TWELVE:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS GRANTED IN EASEMENT DEEDS RECORDED FEBRUARY 3, 2005 AS INSTRUMENT NO. 2005-0013289 AND JUNE 24, 2005 AS INSTRUMENT NO. 2005-0081571 OFFICIAL RECORDS.

PARCEL THIRTEEN:

A NON-EXCLUSIVE EASEMENT FOR A ROADWAY AND UTILITIES OVER LAND DESCRIBED AS FOLLOWS:

A PORTION OF THAT TRACT OF LAND GRANTED TO THE FLORENCE P.C. FANG ON SEPTEMBER 16, 2003 RECORDED AS DOCUMENT NO. 2003-0158548, OFFICIAL RECORDS OF PLACER COUNTY, LOCATED IN SECTION 10, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.M., DESCRIBED AS FOLLOWS:

A STRIP OF LAND 50 FOOT WIDE LYING 25 FEET EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

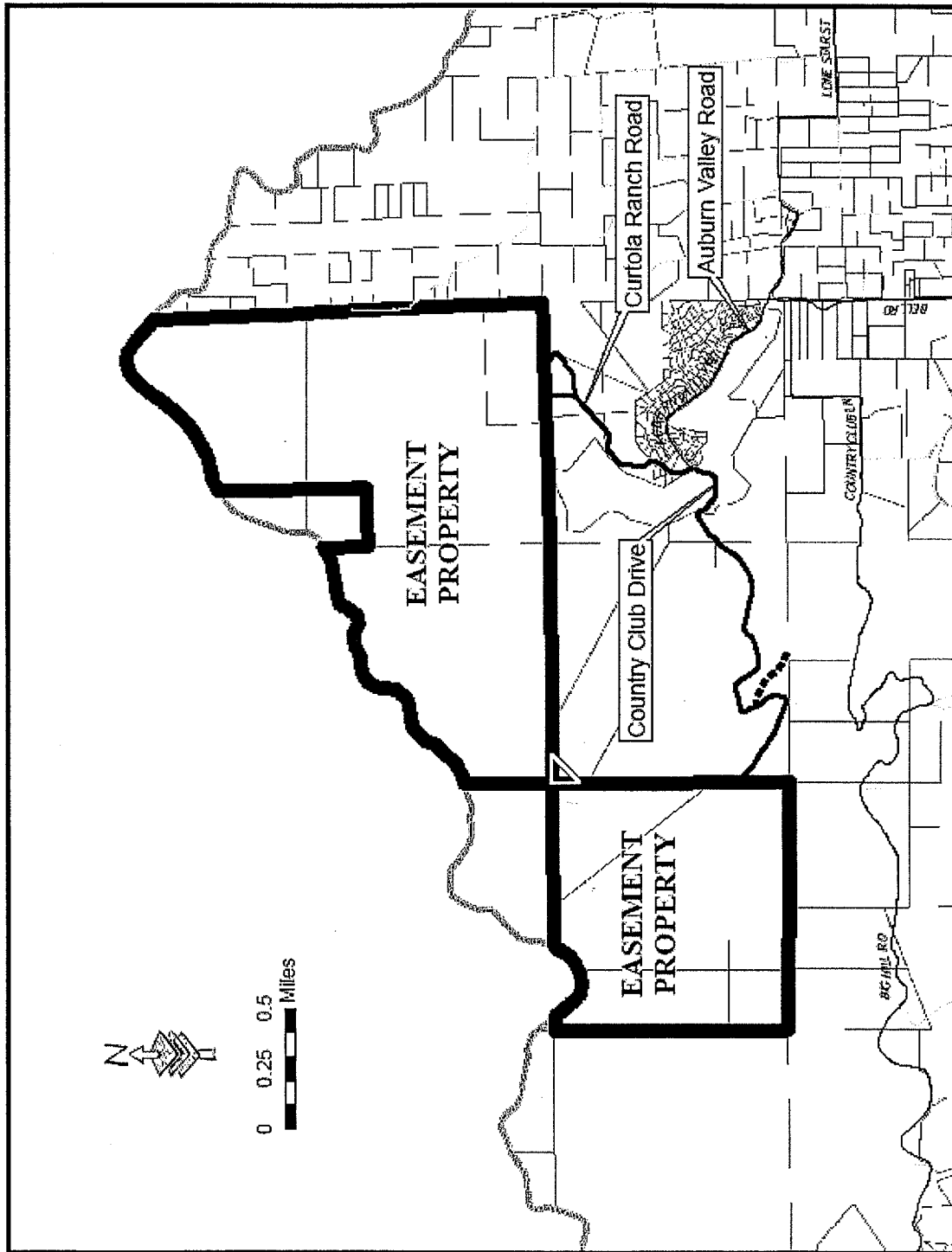
BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE ABOVE DESCRIBED TRACT OF LAND, FROM SAID POINT OF BEGINNING THE NORTHWEST CORNER OF SAID SECTION 10 BEARS SOUTH 89 DEGREES 17 MINUTES 05 SECONDS WEST A DISTANCE OF 1720.62 FEET; THENCE ALONG SAID PROPOSED CENTERLINE SOUTH 33 DEGREES 40 MINUTES 30 SECONDS EAST A DISTANCE OF 410.06 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 15 MINUTES 40 SECONDS A LENGTH OF 107.45 FEET AND A CHORD BEARING SOUTH 38 DEGREES 48 MINUTES 20 SECONDS EAST A DISTANCE OF 107.31 FEET; THENCE SOUTH 43 DEGREES 56 MINUTES 10 SECONDS EAST A DISTANCE OF 173.76 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO

THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 12 DEGREES 41 MINUTES 32 SECONDS, A LENGTH OF 132.91 FEET AND A CHORD BEARING SOUTH 37 DEGREES 35 MINUTES 24 SECONDS EAST A DISTANCE OF 132.64 FEET; THENCE SOUTH 31 DEGREES 14 MINUTES 38 SECONDS EAST A DISTANCE OF 265.49 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1010.00 FEET, A CENTRAL ANGLE OF 15 DEGREES 16 MINUTES 41 SECONDS, A LENGTH OF 269.32 FEET AND A CHORD BEARING SOUTH 38 DEGREES 52 MINUTES 58 SECONDS EAST A DISTANCE OF 268.52 FEET; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 46 DEGREES 39 MINUTES 20 SECONDS, A LENGTH OF 203.57 FEET AND A CHORD BEARING SOUTH 23 DEGREES 11 MINUTES 38 SECONDS EAST A DISTANCE OF 198.00 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 02 SECONDS WEST A DISTANCE OF 119.96 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 02 MINUTES 55 SECONDS A LENGTH OF 168.06 FEET AND A CHORD BEARING SOUTH 08 DEGREES 09 MINUTES 30 SECONDS WEST A DISTANCE OF 167.51 FEET; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, CONCAVE EASTERLY, HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 37 MINUTES 44 SECONDS, A LENGTH OF 329.92 FEET AND A CHORD BEARING SOUTH 04 DEGREES 22 MINUTES 05 SECONDS WEST A DISTANCE OF 327.59 FEET; THENCE SOUTH 07 DEGREES 26 MINUTES 47 SECONDS EAST A DISTANCE OF 475.59 FEET TO THE CENTERLINE OF AN EXISTING 50 FOOT WIDE ROADWAY AND PUBLIC UTILITY EASEMENT AS RECORDED IN BOOK 2245, AT PAGE 218, OFFICIAL RECORDS OF PLACER COUNTY.

THE SIDELINES OF SAID 50 FOOT WIDE STRIP OF LAND ARE TO BE LENGTHENED OR SHORTENED AS NECESSARY TO TERMINATE AT SAID NORTHERLY BOUNDARY AND THE NORTH BOUNDARY OF SAID EXISTING ROADWAY AND PUBLIC UTILITY EASEMENT.

END OF LEGAL DESCRIPTION

EXHIBIT A-2 EASEMENT PROPERTY



DEPICTION

PERMITTED USES AND PRACTICES

The following uses and practices, though not necessarily an exhaustive recital of consistent uses and practices, are expressly permitted under this Easement at Grantor's sole discretion, and they are not to be precluded, prevented, or limited except as otherwise provided by this Easement.

1. Reserved Rights: To implement, use and reserve all of Grantor's reserved rights as allowed in Section 7, herein.
2. Agriculture:
 - a. Grazing: To conduct grazing as a tool for habitat management, for fuel load management that reduces fire threat, for economic gain and for related purposes to the extent consistent with the Purposes of the Easement and compatible with protecting the Protected Values. Grantor or Grantor's designee(s) may graze any species of animal that does not cause significant damage to oak trees and/or cause significant soil erosion. Grantor may oversee with advance written permission of Grantee.
 - b. Animals: To keep any animal or insect, consistent with the Purposes of the Easement and compatible with protecting the Protected Values, which does not significantly damage the woodland, wildlife habitat, rangeland, soil, or water quality.
 - c. Crops: To plant crops for non-commercial use.
3. Fencing: To place, construct, and maintain fencing deemed by Grantor to be reasonably necessary and that are not detrimental to the Protected Values of the Easement.
4. Improvements and Facilities:
 - a. Construction and Maintenance: To maintain and repair existing structures, fences, roads, ditches, and other improvements on the Property.
 - i. Construction of Buildings: To construct non-residential buildings and related structures that are accessory to property and habitat management or permitted agricultural uses on the Property, subject to obtaining the express written approval of Grantee as provided by this Easement. Grantee retains the right to deny requests for construction, if in Grantee's sole determination the location of construction would be detrimental to the Protected Values of the Easement. Upon completion of construction, Grantor shall update the Baseline Documentation Report to describe and depict the location of such improvements.

EXHIBIT B
PERMITTED USES AND PRACTICES
PAGE 2 OF 3

- ii. Construction within a Building Envelope: Grantor and Grantee shall agree upon a building envelope prior to Grantee permitting Grantor to apply for a Building Permit. At the time of such building envelope designation, Grantor shall submit a metes and bounds description to the Grantee. Within the building envelope, Grantor may construct residential buildings and other accessory buildings (barns, sheds, etc.) as allowed by Grantee.
- b. Replacement: To replace destroyed, deteriorated, or obsolete improvements, structures, fences, corrals, roads or ditches, whether existing at the date hereof or constructed subsequently pursuant to the provisions of this Easement, Grantor may replace the same with improvements or structures of similar size, function, capacity and location.
- c. Rental: To retain the right to rent all or a portion of the Property and/or structures for permitted uses.
- d. Trail System: To construct a non-motorized multiuse trail system on the Property, including associated uses, with Grantee. The Parties agree and acknowledge that the precise alignment and construction of the Trail System is subject to further review and mutual approval by the Parties. The Parties agree and acknowledge that construction and utilization of the Trail System is intended to be consistent with the Protected Values, and any Grantor reserved rights or activities that may be present on the Property at the time the Trail System is identified.
- 5. Conservation Uses: To pursue those activities employed in the preservation, enhancement, restoration, and/or creation of Protected Values and to engage in any and all conservation uses of the Property in accordance with sound, generally accepted conservation practices.
 - a. Habitat. To restore, create, plant, propagate, improve, enhance, and maintain habitat in accordance with local, state and federal standards and regulations unless such rights are amended and/or converted through the recordation of an amended easement as provided by Section 18 of this Easement.
 - b. Sustainable Forestry: To engage in understory clearing, tree thinning, tree cutting, and clearing of dead or down wood for fuel load reduction and/or forest and woodland health ("Sustainable Forestry") or for carbon project activities as described in Section 7(i) of this Easement. To remove from the Property any vegetative and woody debris from Sustainable Forestry activities for any purpose (including but not limited to sale or use as biomass) in accordance with any plan that may be developed prior to registration of a forest carbon sequestration project, with Grantor's approval, or to utilize vegetative and woody debris for habitat enhancement on the Property. Nothing permitted by this section shall allow any practice that is inconsistent with the Purposes of this Easement, damages, decreases, or fragments woodland areas or adversely impacts the Protected Values

EXHIBIT B
PERMITTED USES AND PRACTICES
PAGE 3 OF 3

- c. Tree Removal: To cut and remove trees only as necessary to: pursue Conservation Uses; construct or repair buildings, fences, and other permitted improvements; cut or collect firewood for the heating of permitted residences; prevent property damage; prevent personal injury or for general public safety; control insects or disease; or as otherwise permitted by this Easement. General tree clearing for rangeland enhancement, animal husbandry or other agricultural activities is prohibited.
- 6. Water Resources and Impoundments.
 - a. NID Easement. To utilize existing Nevada Irrigation District easements to convey and receive water for permitted agricultural uses, which are consistent with the Protected Values of this Easement.
 - b. Agricultural Stock Ponds. To construct and maintain additional ponds and wells on the Property, provided that any pond is less than one (1) acre, in area. Such ponds are to enhance permitted agricultural and recreational purposes, and may not be used for motorized recreational watercraft. Grantor shall obtain the express written approval of Grantee for the construction of such ponds, and Grantee retains the right to deny requests for construction, if in Grantee's sole determination the construction would be detrimental to the Protected Values of the Easement.
- 7. Vehicle Usage. To operate motorized vehicles anywhere on the Property by Grantor or Grantor's designee(s) for property and habitat management, Sustainable Forestry and permitted agricultural activities, provided that such motorized vehicle use does not significantly impair the Protected Values, provided, that operation of motorized vehicles off of identified roads shall be minimized. To operate motorized vehicles by Grantor, Grantor's designee(s), Grantee or Grantee's designee(s) on any baseline-identified roads and the Trail System.
- 8. Recreational Uses. To utilize the Property for recreational or educational purposes including but not limited to hiking, bicycling, horseback riding, hunting, and fishing. To provide educational opportunities.
- 9. Signage. To post signage for trespass. Grantor or Grantee, with advance written notice to the other Party, may also place and maintain signage on the Property that describes the involvement of Grantor and Grantee and any funding partners that contribute to the purchase of the Property, or that furthers the Purposes of the Easement and is associated with the uses permitted hereunder.
- 10. Carbon Projects: Grantor shall be permitted to pursue carbon sequestration, carbon credit sales, and related carbon projects as described in Section 7(i) herein.

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PROHIBITED USES AND PRACTICES

The following uses and practices, though not necessarily an exhaustive recital of inconsistent uses and practices, are inconsistent with the Purposes of this Easement and are expressly prohibited upon or within the Property:

1. Impairment of Protected Values. The impairment of the Protected Values, except as otherwise expressly permitted herein. Conduct of those activities that are inconsistent with the Protected Values, and the Purposes of this Easement.
2. Commercial or Industrial Use. The establishment and conduct of commercial or industrial uses, the conduct of commercial timber or fuel wood harvesting unless associated with Sustainable Forestry as permitted in Exhibit B, or the construction, placing, or erection of billboards or any signs, except as permitted in Exhibit B.
3. Construction. The construction, reconstruction, or replacement of structures, housing, roads, trails, and other improvements and facilities, except as otherwise may be allowed by this Easement.
4. Subdivision. The gift deeding, subdivision (parcel map or final map for sale, lease or financing), or de facto subdivision of the Property. Note however, that the lease of all or a portion of the Property for permitted uses (such as productive agricultural use), which is otherwise consistent with terms of this Easement, shall not be prohibited by this Section.
5. Motorized Vehicles. The use of motorized vehicles, except as permitted in Exhibit B or for emergencies.
6. Tree Cutting. The harvesting or removal of trees, except as permitted in Exhibit B.

EXHIBIT C
PROHIBITED USES AND PRACTICES
PAGE 2 OF 2

7. Dumping. The dumping or other disposal of wastes, refuse or debris on the Property, except for organic material generated by permitted Conservation Uses on the Property; provided that any such dumping or disposal of organic material shall be in accordance with applicable law and generally accepted conservation management practices, and that no runoff from organic material shall adversely affect water quality. No trash, refuse, vehicle bodies or parts, rubbish, debris, junk, waste, or hazardous waste shall be placed, stored, dumped, buried, or permitted to remain on the property except as reasonably required for the use of the Property for management purposes, and in accordance with applicable law.
8. Soil Degradation. Ranching (e.g., overgrazing), agricultural, or other uses otherwise permitted under this Easement, which result in significant degradation of soil quality, sedimentation of adjoining waterways, or excessive erosion. Intermittent and short-term instances of erosion that occur in limited areas as a result of Trail System or road construction/utilization/maintenance, which are subsequently repaired shall be permitted by this Easement.
9. Water Quality Degradation. Ranching, agricultural, Conservation, or other uses otherwise permitted under this Easement, which result in significant degradation of water quality. Stockpiling animal wastes, compost, or loose soil in a manner whereby runoff adversely affects water quality.
10. Surface Alteration or Excavation. Any alteration of the topography and natural drainage of the Property including, without limitation, the removal of soil or the extraction of minerals by any surface mining method, except as may be required for uses on the Property incidental to the agricultural uses permitted herein, and provided that such removal or extraction is limited and localized, is not irremediably destructive of significant conservation interests, does not damage, impair or endanger the Protected Values of the Property, is in accordance with applicable law, and is approved, as to location and amount of materials and any necessary or appropriate remediation, in writing by Grantee. Grading activities are to be limited to: the maintenance of baseline roads; grading for, to, and within the Trail System and any permitted building activities; and grading for new roads that replace decommissioned roads resulting in enhancement of the Protected Values subject to Grantee approval.
11. Water Rights. Grantor shall not transfer or otherwise convey water rights that may otherwise be needed to further Purposes.
12. Crops. Cultivation and planting of both permanent and non-permanent crops, except as permitted in Exhibit B.

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BASELINE DOCUMENTATION REPORT

**PLACER COUNTY PROPERTY ASSESSMENT
BRUIN RANCH "PHASE 1" BASELINE DOCUMENTATION
REPORT****December 1, 2010****PROPERTY DESCRIPTION**

Property Owner: The Trust for Public Land, a California non-profit public benefit corporation. The Trust for Public Land acquired this property from Harvego Real Estate LLC, a California limited liability company, and intends to transfer the property to Placer Land Trust, a non-profit corporations incorporated under the laws of the State of California as a tax-exempt public charity described in Section 815.3 of the California Civil Code and Sections 501 (c)(3) and 509 (a)(1) of the Internal Revenue Code.

Property Address: (see "General Location" below)

General Location: Along Bear River north and west of Auburn Valley Country Club, off of Auburn Valley Drive, north of the intersection of Bell Road and Lone Star Road in the unincorporated area of Placer County.

Assessors Parcel Numbers: 026-020-009, 026-020-011, 026-020-012, 026-020-013, 026-061-001, 026-061-003, 026-061-007, 026-061-051, and 026-061-068,

Zoning: Farm with a combining building site minimum of 160 acres (F-B-X160)

General Plan Designation: Agricultural 80 Acre Minimum

Area of Parcel(s): 1,773 acres

General Description: The property contains dense stands of blue oak woodland, mixed hardwood/conifer forest, grassland, rock outcroppings, dry land pasture, ponds, and approximately three miles of the Bear River. There are no structures on the property. Additional information about the property description, content, and characteristics is on file at the offices of Placer Land Trust.

Aerial Attached: ☒ Yes ☐ No

An aerial map of the property is attached as Attachment 'A'.

Field Review Conducted: ☒ Yes ☐ No

If yes, what was the date of the field review? Several field reviews during 2009 and 2010, most recently December 1, 2010.

PROPERTY ASSESSMENT

Onsite Resources:

1. **Agricultural Resources:** The land is currently used for seasonal grazing of 50-500 cattle. There is a limited area of irrigated pasture on the property (approximately 30 acres), with most of the rest of the property used as dry pasture grazing. The property is also used for bee-keeping. No other crops are grown or harvested.
2. **Biological Resources:** The site is dominated by blue oak woodland, non-native grasses (dry pasture) and mixed hardwood/conifer forest. Woodland and forest understory consists of non-native annual grasses with a moderate shrub layer. Forage composition is typical for foothill annual grasslands. The site is currently grazed, which has controlled the spread of invasive plants such as yellow-star thistle, medusahead, and Himalayan blackberry. The Bear River flows along the property boundary for approximately three miles, and there are an additional 16 miles of streams and a half-dozen ponds/wetlands. According to the Placer County Soil Survey for the Western part of Placer County, the main soils on the property are Auburn-Sobrante-Rock Outcrop Complex and Auburn-Sobrante Silt Loams (Soil Survey Staff NRCS, 2008). The property supports suitable habitat for a number of Federally and State listed species. A list of plant and animal species observed on the property during 2009 and 2010 is on file at the offices of Placer Land Trust. Ground-level photographic documentation of existing conditions is attached as Attachment 'C'. Additional photos are on file at the offices of Placer Land Trust.
3. **Scenic/Historic Resources:** The property includes Bald Rock Mountain, elevation 1,681 feet above sea level (the high point of the property), from which much of El Dorado, Placer, Nevada and Sacramento counties are visible, as are the Sierra Nevada mountains, Sutter Buttes, Sacramento Valley, and Coast Range. Evidence of historic Native American habitation includes several grinding holes and other archeological sites spread across the property, indicating the presence of Nisenan, Maidu, and Martis peoples. The property contains an extensive system of rock walls dating from the Gold Rush era. A Cultural Assessment Report detailing more complete historic and cultural resources is on file at the offices of Placer Land Trust.

4. **Outdoor Recreation:** The land is currently not accessible to the public. Due to the property's size and location, and the intent of Placer Land Trust as the eventual landowner, the property is ideal for multiple public recreation opportunities.

Infrastructure:

1. **Roads/Frontage:** The main access roads are two private roads, Auburn Valley Road and Curtola Ranch Road, which are accessed from two public roads Bell Road and Lone Star Road. The property may also be accessed from the private Big Hill Road. A number of dirt roads transverse the property. All of the roads located on the property are unpaved. See Attachment 'B' for a map showing roads and trails.
2. **Sewer/Septic:** No septic system, leach field, or sewer infrastructure are located on the property. The Auburn Valley Country Club has a nearby wastewater treatment plant but no service is currently provided to the subject property.
3. **Treated surface water/groundwater:** There is no treated water on the property.
4. **Irrigation water:** Irrigation water transverses the property through a system of natural and enhanced ponds and sloughs, although currently there is no irrigated pasture on the property.

Additional Information:

1. **Development Potential:** Property is zoned for 160-acre minimum. The northern 1,153 acres is subject to a California Land Conservation Agreement ("Williamson Act"). However, the parcels could be subdivided further based on historic entitlements.
2. **Existing Structures/Activities:** Currently there are no residences or permanent structures on the property. The only notable activity is agricultural production (livestock grazing).
3. **Adjacency to Other Conservation Lands:** The property is directly adjacent to 992-acre Garden Bar Preserve (to the west/downstream), permanently preserved by Placer Land Trust and the landowner through a perpetual conservation easement. The property is also directly adjacent to 255 acres on both sides of the Bear River owned by the U.S. Bureau of Land Management. The property is very near to the 313-acre Liberty Ranch Big Hill Preserve (to the south), permanently preserved by Placer Land Trust and

the landowner through a perpetual conservation easement, as well as other lands preserved by Placer Land Trust (Taylor Ranch Preserve, Kotomyan Big Hill Preserve, Shutamul Bear River Preserve, etc) and Placer County (Hidden Falls Regional Park).

4. **Areas of Concern:** There are a few areas of the property that show signs of erosion or seepage and are areas of concern for water quality or habitat degradation, property damage, and safety.

"AC1" in Attachment 'B'. The main canal/drainage that connects a series of ponds along the south boundary of the north parcel is deeply incised in sections and is showing extensive erosion; this sediment is potentially being transported into the wetlands and ponds downstream.

"AC2" and "AC3" in Attachment 'B'. There are two ranch roads that cut through pond and wetland features and are eroding; these roads are likely to increase sedimentation in the adjacent waterways.

"AC4" in Attachment 'B'. One pond on the property has been augmented by a levee constructed to provide an easily accessible ranch road on the south boundary of the property. This levee is seeping or leaking at the base, where the fill dirt and bedrock meet, and the seepage has created a small wetland on the south side of the levee. The water coming through the levee may weaken and cause failure of the levee. If the levee fails a huge amount of sediment, fill, and other material could end up being washed into the pond system, which could destroy or disrupt the road, damage water quality, and destroy vegetation. If the failure of the levee were sudden, it could possibly even injure people, livestock and wildlife.

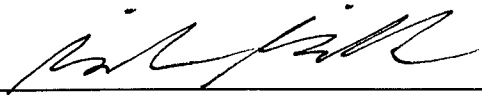
ACKNOWLEDGEMENT OF PROPERTY CONDITION

In compliance with Section 1.170A-14(g)(5) of the federal tax regulations, the undersigned accept and acknowledge that this Baseline Documentation Report is an accurate representation of the property at the time the conservation easement was transferred by the grantor to the grantee.

Grantee: Placer County

By:  Date: 12-20-10
Loren E. Clark, Assistant Director of Community Development/Resource Agency

Grantor (Property Owner): Trust for Public Land

By:  Date: 12-16-10
GILMAN MILLER, COUNSEL

Interested Third Party: Placer Land Trust

By:  Date: 12-20-10
Jeff Darlington, Executive Director

ATTACHMENTS:

Attachment A – Aerial Site Map

Attachment B – Relevant Features Map

Attachment C – Ground Level Photography

Note: Attachments A, B and C are not recorded, but are available for review at:

Placer County Department of Facility Services
Property Management Division
11476 C Avenue
Auburn, Ca 95603
(530) 886-4960

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California)

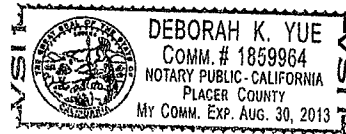
)ss.

County of PLACER)

On December 20 2010 before me, DEBORAH K. YUE, Notary Public, personally appeared Jessica Pierce-----, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in his/her/~~their~~ authorized capacity(ies), and that by his/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Deborah K Yue (Seal)



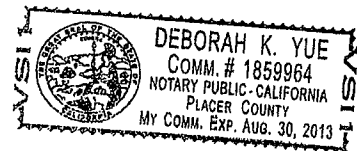
CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California)
)ss.
County of Placer)

On December 20 2010 before me, Deborah K. Yue, Notary Public, personally appeared LOREN E. CLARK, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Deborah K Yue (Seal)




ACCEPTANCE

This is to certify that the interest in real property described in this Deed of Conservation Easement is hereby accepted on behalf of the public by the undersigned agent on behalf of the Board of Supervisors of the County of Placer pursuant to the authority conferred by Resolution No. 2010-346 as approved by the County Board of Supervisors on December 14, 2010, and the Grantee consents to the recordation thereof by its duly authorized agent.

Signature

Dated 12/17/2010


James Durfee
Director of Facility Services

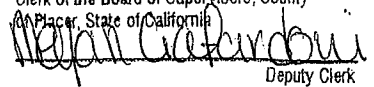
ES

Before the Board of Supervisors County of Placer, State of California

In the matter of: A Resolution authorizing the Director of Facility Services, or his designee, to execute all necessary documents and to take all actions associated with the acquisition of the conservation easement over portions of the Bruin Ranch, located in the Auburn Valley/Big Hill area of Placer County and the acquisition of an irrevocable offer of dedication for a conservation easement over property known as the Doty Ravine Preserve in western Placer County.

Resol. No: 2010-346

THE FOREGOING INSTRUMENT IS A CORRECT
COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
ATTEST

ANN HOLMAN
Clerk of the Board of Supervisors, County
of Placer, State of California

Deputy Clerk

The following **RESOLUTION** was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held December 14, 2010 by the following vote on roll call:

Ayes: ROCKHOLM, WEYGANDT, HOLMES, MONTGOMERY, UHLER

Noes: NONE

Absent: NONE

Signed and approved by me after its passage.


Chairman, Board of Supervisors

Attest: Clerk of said Board



WHEREAS, Harvego Real Estate, LLC is the owner of APNs 026-020-009, 026-020-011, 026-020-012, 026-020-013, 026-061-001, 026-061-003, 026-061-007, 026-061-051, 026-061-068 comprising of approximately 1,773± acres, located in the Auburn Valley/Big Hill area of Placer County California (the "Property"); and

WHEREAS, Harvego Real Estate, LLC desires to sell this Property to the Trust for Public Land; and

WHEREAS, the Trust for Public Land desires to sell a conservation easement to the County of Placer (hereinafter "County") to preserve recreation, agricultural, wildlife habitat, cultural and open space conservation/mitigation values; and

WHEREAS, the Placer Land Trust is the owner of APNs 020-162-020, 020-162-022 and 020-150-027 comprising approximately 427 acres of property known as the Doty Ravine Preserve located in western Placer County California (the "Preserve"); and

WHEREAS, the Placer Land Trust desires to grant to County an irrevocable offer of dedication for a habitat conservation easement over the Preserve; and

WHEREAS, a conservation easement over the Preserve will preserve wildlife habitat, cultural and open space conservation/mitigation values of great importance to the County, the people of the State of California and the people of the United States; and

WHEREAS, the Purchase Price to acquire conservation easements over the Property and Preserve is Five Million and No/100 Dollars (\$5,000,000.00) (the "Purchase Price"); and

WHEREAS, upon the Trust for Public Land's receipt of grant funds from the California Wildlife Conservation Board for acquisition of the Property, the County desires to acquire the conservation easements over the Property and the Preserve for the Purchase Price.

NOW THEREFORE, BE IT RESOLVED, that the Placer County Board of Supervisors does hereby authorize the Director of Facility Services, or his designee to execute on behalf of the County all documentation necessary to acquire a conservation easement over the Property and irrevocable offer of dedication of a conservation easement over the Preserve as described herein, and to take all other actions necessary to acquire the subject property interests; does hereby authorize the disbursement of County funds necessary to complete the transaction; and does hereby consent to the acceptance and recordation of the deeds, easements, and related documents for said property interests.

RECORDING REQUESTED
BY
PLACER TITLE COMPANY

102-34490 DY

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

Placer Land Trust
11661 Blocker Drive, Suite 110
Auburn, CA 95603



PLACER, County Recorder
JIM MCCAULEY

DOC- 2010-0109056-00

PLACER TITLE - RECORDING

WEDNESDAY, DEC 29, 2010 8:00:00

MIC \$3.00 | AUT \$9.00 | SBS \$8.00

ERD \$1.00 | RED \$1.00 | REC \$17.00

ADD \$0.00

Ttl Pd \$39.00 Rcpt # 02096791

clk46mlfj1/SM/1-9

MAIL TAX STATEMENTS TO SAME
ADDRESS AS ABOVE

Space above this line for Recorder's Use Only

APN(s): 026-020-012, -013, -009, -011 and 026-061-003, -001, -068, -007, and -051

GRANT DEED

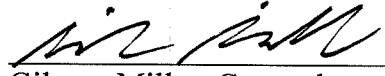
AMOUNT OF REAL PROPERTY TRANSFER TAX ON DEEDS
PAID BY PLACER COUNTY CODE SECTION 402.020

For good and valuable consideration, the receipt of which is hereby acknowledged, **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation ("**Grantor**"), does hereby grant and convey to **PLACER LAND TRUST**, a California nonprofit public benefit corporation ("**Grantee**"), all the real property situated in the County of Placer, State of California, described at Exhibit A attached hereto and incorporated herein by this reference ("Property").

TO HAVE AND TO HOLD, the above granted and described Property, together with all tenements, hereditaments, and appurtenances, including leases, improvements, fixtures, timber, water, crops, oil, gas and minerals located in, under, and on it, and all rights appurtenant to it, including but not limited to timber rights, water rights, grazing rights, access rights and oil, gas and mineral rights, development rights, air rights, and all other rights, privileges, licenses, and permits owned by Grantor and in any way related to or accruing to the use and benefit of that real property, unto Grantee, and its assigns.

IN WITNESS WHEREOF, Grantor has executed this 22nd day
of December, 2010.

THE TRUST FOR PUBLIC LAND,
a California nonprofit public benefit corporation



Gilman Miller, Counsel

ACKNOWLEDGMENT

State of California

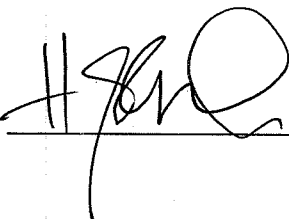
County of San Francisco

On Dec 22, 2010 before me, Hsiao-Wen Shih, Notary Public personally appeared Gilman Miller, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity, and that by his/~~her/their~~ signature(~~s~~) on the instrument the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

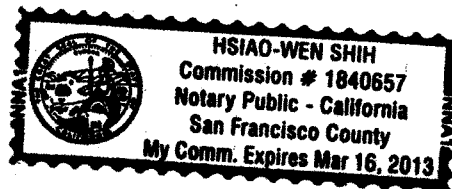


EXHIBIT A

LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE: APNS: 026-020-012 AND 013

THOSE PORTIONS OF SECTIONS 25, 35 AND 36, TOWNSHIP 14 NORTH, RANGE 7 EAST, M.D.B. & M., THAT LIE SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE NORTHEASTERLY IN A DIRECT LINE TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE CONTINUING IN A DIRECT LINE NORTHEASTERLY TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 25.

PARCEL TWO: APNS: 026-020-009 AND 011

THOSE PORTIONS OF SECTIONS 25, 35 AND 36, TOWNSHIP 14 NORTH, RANGE 7 EAST, M.D.B. & M., WHICH ARE BOUNDED AS FOLLOWS:

ON THE NORTHWEST BY THE CENTER LINE OF THE BEAR RIVER; ON THE EAST BY THE EAST LINE OF SAID SECTION 25; ON THE SOUTHEAST BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE NORTHEASTERLY IN A DIRECT LINE TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE CONTINUING IN A DIRECT LINE NORTHEASTERLY TO THE EAST ONE-QUARTER (1/4) CORNER OF SAID SECTION 25; AND ON THE WEST BY THE WEST LINE OF SAID SECTION 35.

EXCEPTING THEREFROM THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 7 EAST, M.D.B. & M., WHICH LIES IN PLACER COUNTY.

PARCEL THREE: APN: 026-061-003

THAT PORTION OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE SOUTH ALONG THE EAST LINE THEREOF 52.60 CHAINS; THENCE NORTH 37 DEGREES 30 MINUTES WEST 66.08 CHAINS TO THE NORTH ONE-QUARTER CORNER OF SECTION 3; THENCE EAST ALONG THE NORTH LINE OF SECTION 3, A DISTANCE OF 40 CHAINS TO THE POINT OF BEGINNING.

PARCEL FOUR:

EASEMENTS FOR INGRESS, EGRESS AND UTILITIES APPURTENANT TO PARCELS ONE THROUGH NINE ABOVE AS SET FORTH AND DESCRIBED IN THOSE CERTAIN DEEDS RECORDED JUNE 19, 1998, AS INSTRUMENT NO. 98-0047099, 98-0047100, 98-0047102, AND 98-0047103, OFFICIAL RECORDS, AND AS AMENDED BY AN INSTRUMENT RECORDED APRIL 6, 2000 AS INSTRUMENT NO. 2000-0023218

PARCEL 5: APNS: 026-061-001 AND 068 (PORTION)

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B. & M., AND RUNNING THENCE WEST ON THE LINE DIVIDING THE SOUTH HALF OF SAID SECTION 3 INTO NORTH AND SOUTH HALVES TO THE WEST LINE OF SAID SECTION 3; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 3, TO THE NORTHWEST CORNER OF SAID SECTION 3; THENCE EAST ALONG THE TOWNSHIP LINE, THE SAME BEING THE NORTH SECTION LINE OF SAID SECTION 3 TO THE POINT BEING COINCIDENT WITH THE NORTHEAST CORNER OF LOT 2 (INCORRECTLY REFERRED TO AS LOT 21 IN DEED THAT RECORDED FEBRUARY 15, 2005 AS INSTRUMENT NO. 2005-0017339) OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 3; THENCE SOUTH 37 DEGREES 30' EAST 66 CHAINS AND EIGHT LINKS TO A POINT ON THE EAST LINE OF SAID SECTION 3, 52 CHAINS AND SIXTY LINKS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 3; AND THENCE SOUTH ON THE EAST LINE OF SAID SECTION 3 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING OUTSIDE OF PLACER COUNTY.

PARCEL 6: APNS: 026-061-007 AND 051

THE WEST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 3
IN TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B.&M.

PARCEL 7: APN: 026-061-068 (PORTION)

THAT PARCEL OF LAND DESCRIBED IN DEED TO ALLAN Y. WU RECORDED
ON MARCH 4, 1991 IN THE OFFICE OF THE COUNTY RECORDER OF PLACER
COUNTY ON DOCUMENT NUMBER 91-011403, OFFICIAL RECORDS, BEING A
PORTION OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, MOUNT
DIABLO BASE AND MERIDIAN, PLACER COUNTY, CALIFORNIA AND BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF
OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, OF THE MOUNT
DIABLO BASE AND MERIDIAN.

PARCEL 8:

A 50' NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS
APPURTENANT TO PARCELS SIX AND SEVEN ABOVE AS GRANTED TO
CAROL R. WULFF, ET AL, IN INSTRUMENT RECORDED IN BOOK 1806, AT
PAGE 243, ET SEQ, PLACER COUNTY OFFICIAL RECORDS, AS MORE
PARTICULARLY DESCRIBED IN PARAGRAPH (B), AT PAGE 244 OF SAID
INSTRUMENT.

PARCEL 9:

A 50' NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS
APPURTENANT TO PARCELS SIX AND SEVEN ABOVE AS GRANTED TO
CAROL R. WULFF, ET AL, IN INSTRUMENT RECORDED IN BOOK, 1806, AT
PAGE 243, ET SEQ, PLACER COUNTY OFFICIAL RECORDS, AS MORE
PARTICULARLY DESCRIBED IN PARAGRAPH (A) AT PAGE 244 OF SAID
INSTRUMENT.

PARCEL 10:

A NON-EXCLUSIVE EASEMENT 50 FEET IN WIDTH FOR INGRESS AND
EGRESS APPURTENANT TO PARCELS SIX AND SEVEN ABOVE AS GRANTED
TO CAROL R. WULFF, ET AL, IN INSTRUMENT RECORDED ON APRIL 25, 1977,
IN BOOK 1832, AT PAGE 385, PLACER COUNTY OFFICIAL RECORDS.

PARCEL 11:

AN EASEMENT 50 FEET IN WIDTH APPURTENANT TO PARCELS SIX AND SEVEN ABOVE OVER AN EXISTING ROADWAY LOCATED IN THE WEST HALF OF SECTION 10, THE NORTHEAST QUARTER OF SECTION 10, AND THE WEST HALF OF SECTION 11, ALL IN TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B. & M., THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 10 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 10 BEARS NORTH 00 DEGREES 10'06" WEST 2133.23 FEET; THENCE FROM SAID POINT OF BEGINNING FOLLOWING ALONG THE CENTERLINE OF AN EXISTING ROADWAY THE FOLLOWING COURSES AND DISTANCES: SOUTH 64 DEGREES 38'04" EAST 231.43 FEET; SOUTH 45 DEGREES 43'10" EAST 426.44 FEET; SOUTH 69 DEGREES 45'45" EAST 286.51; NORTH 53 DEGREES 59'10" EAST 438.84 FEET; SOUTH 77 DEGREES 52'03" EAST 303.33 FEET; SOUTH 70 DEGREES 21'07" EAST 203.08 FEET; SOUTH 59 DEGREES 39'03" EAST 193.48 FEET; SOUTH 75 DEGREES 57'57" EAST 203.25 FEET; SOUTH 83 DEGREES 37'59" EAST 275.43 FEET; SOUTH 83 DEGREES 11'57" EAST 580.80 FEET; SOUTH 88 DEGREES 14'07" EAST 913.74 FEET; NORTH 53 DEGREES 34'28" EAST 156.51 FEET; NORTH 61 DEGREES 24'16" EAST 566.00 FEET; NORTH 48 DEGREES 27'58" EAST 370.45 FEET; NORTH 62 DEGREES 00'58" EAST 243.94 FEET; NORTH 65 DEGREES 03'28" EAST 258.89 FEET; SOUTH 77 DEGREES 10'07" EAST 258.05 FEET; SOUTH 50 DEGREES 56'52" EAST 579.20 FEET; SOUTH 22 DEGREES 21'03" WEST 221.03 FEET; SOUTH 44 DEGREES 08'57" EAST 168.60 FEET; SOUTH 61 DEGREES 16'46" EAST 152.83 FEET; SOUTH 88 DEGREES 31'02" EAST 329.19 FEET; NORTH 74 DEGREES 40'08" EAST 168.46 FEET; SOUTH 83 DEGREES 12'09" EAST 209.37 FEET; SOUTH 58 DEGREES 39'39" EAST 205.29 FEET; SOUTH 21 DEGREES 32'49" EAST 414.40 FEET; SOUTH 13 DEGREES 18'24" EAST 268.18 FEET; TO THE END OF THE EASEMENT HEREIN DESCRIBED AS GRANTED IN DEED RECORDED MARCH 24, 1995 AS INSTRUMENT NO. 95-014536.

SAID EASEMENT BEING THE SAME EASEMENT DESCRIBED FIRST IN EXHIBITS A, B, AND C OF THE PARCEL MAP WAIVER NO. P73170W RECORDED APRIL 8, 1980 IN BOOK 2245, PAGE 218 OFFICIAL RECORDS.

PARCEL 12:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS GRANTED IN EASEMENT DEEDS RECORDED FEBRUARY 3, 2005 AS INSTRUMENT NO. 2005-0013289 AND JUNE 24, 2005 AS INSTRUMENT NO. 2005-0081571 OFFICIAL RECORDS.

PARCEL 13:

A NON-EXCLUSIVE EASEMENT FOR A ROADWAY AND UTILITIES OVER LAND DESCRIBED AS FOLLOWS:

A PORTION OF THAT TRACT OF LAND GRANTED TO THE FLORENCE P.C. FANG ON SEPTEMBER 16, 2003 RECORDED AS DOCUMENT NO. 2003-0158548, OFFICIAL RECORDS OF PLACER COUNTY, LOCATED IN SECTION 10, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.M., DESCRIBED AS FOLLOWS:

A STRIP OF LAND 50 FOOT WIDE LYING 25 FEET EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE ABOVE DESCRIBED TRACT OF LAND, FROM SAID POINT OF BEGINNING THE NORTHWEST CORNER OF SAID SECTION 10 BEARS SOUTH 89 DEGREES 17 MINUTES 05 SECONDS WEST A DISTANCE OF 1720.62 FEET; THENCE ALONG SAID PROPOSED CENTERLINE SOUTH 33 DEGREES 40 MINUTES 30 SECONDS EAST A DISTANCE OF 410.06 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 15 MINUTES 40 SECONDS A LENGTH OF 107.45 FEET AND A CHORD BEARING SOUTH 38 DEGREES 48 MINUTES 20 SECONDS EAST A DISTANCE OF 107.31 FEET; THENCE SOUTH 43 DEGREES 56 MINUTES 10 SECONDS EAST A DISTANCE OF 173.76 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 12 DEGREES 41 MINUTES 32 SECONDS, A LENGTH OF 132.91 FEET AND A CHORD BEARING SOUTH 37 DEGREES 35 MINUTES 24 SECONDS EAST A DISTANCE OF 132.64 FEET; THENCE SOUTH 31 DEGREES 14 MINUTES 38 SECONDS EAST A DISTANCE OF 265.49 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1010.00 FEET, A CENTRAL ANGLE OF 15 DEGREES 16 MINUTES 41 SECONDS, A LENGTH OF 269.32 FEET AND A CHORD BEARING SOUTH 38 DEGREES 52 MINUTES 58 SECONDS EAST A DISTANCE OF 268.52 FEET; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 46 DEGREES 39 MINUTES 20 SECONDS, A LENGTH OF 203.57 FEET AND A CHORD BEARING SOUTH 23 DEGREES 11 MINUTES 38 SECONDS EAST A DISTANCE OF 198.00 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 02 SECONDS WEST A DISTANCE OF 119.96 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 02 MINUTES 55 SECONDS A LENGTH OF 168.06 FEET AND A CHORD BEARING SOUTH 08 DEGREES 09 MINUTES 30 SECONDS WEST A DISTANCE OF 167.51 FEET; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, CONCAVE EASTERLY, HAVING A RADIUS OF 800.00 FEET, A CENTRAL

ANGLE OF 23 DEGREES 37 MINUTES 44 SECONDS, A LENGTH OF 329.92 FEET AND A CHORD BEARING SOUTH 04 DEGREES 22 MINUTES 05 SECONDS WEST A DISTANCE OF 327.59 FEET; THENCE SOUTH 07 DEGREES 26 MINUTES 47 SECONDS EAST A DISTANCE OF 475.59 FEET TO THE CENTERLINE OF AN EXISTING 50 FOOT WIDE ROADWAY AND PUBLIC UTILITY EASEMENT AS RECORDED IN BOOK 2245, AT PAGE 218, OFFICIAL RECORDS OF PLACER COUNTY.

THE SIDELINES OF SAID 50 FOOT WIDE STRIP OF LAND ARE TO BE LENGTHENED OR SHORTENED AS NECESSARY TO TERMINATE AT SAID NORTHERLY BOUNDARY AND THE NORTH BOUNDARY OF SAID EXISTING ROADWAY AND PUBLIC UTILITY EASEMENT.

**FILER REQUESTS
DO NOT RECORD STAMP VALUE**

DO NOT RECORD

DECLARATION OF TAX DUE: SEPARATE PAPER:
(Revenue & Taxation Code 11932-11933)

NOTE: This Declaration is not a public record.

DOCUMENT #
FILE NO.:
DATE:

Grantor: **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation

Grantee: **PLACER LAND TRUST**, a California nonprofit public benefit corporation

Property located in:

☒ Unincorporated Placer County

☐ City of

APNs: 026-020-012, -013, -009, -011 and 026-061-003, -001, -068, -007, and -051

DOCUMENTARY TRANSFER TAX 4,950.00

☐ Computed on full value

☐ Computed on full value less liens or encumbrances remaining at time of sale

CITY CONVEYANCE TAX

\$0

I declare, under penalty of perjury, under the laws of the State of California that the foregoing is true and correct.

Date: 12-22-2010



Gilman Miller, Counsel
The Trust for Public Land

Recording Reference # 12/29/2010, 2010-0109056

Date of Recording: _____

Documentary Transfer Tax: 4,950.00

Title Company: PTC

Tax Area: unincorp

20K

**CALIFORNIA WILDLIFE CONSERVATION BOARD
GRANT AGREEMENT**

**FOR
ACQUISITION OF FEE INTEREST**

Grantee:

Name: Placer Land Trust

Address: 11661 Blocker Drive, Suite 110
Auburn, CA 95603

Attn: Jeff Darlington, Executive Director

Phone: 530-887-9222

Fax: 530-888-7720

Federal Employers ID No.: Taxpayer ID No.: 68-0223143

Project Name:

Bruin Ranch Phase I

Project Location:

West of Highway 49, just west of the junction of
Bell Road and Lone Star Road, adjacent to the
Auburn Valley Golf & County Club.

Grant Agreement Number:

WC-1028BG

Notices to be addressed to:

For Grantee:

Placer Land Trust
11661 Blocker Drive, Suite 110
Auburn, CA 95603
Attn: Executive Director

For Grantor:

Wildlife Conservation Board
1807 13th Street, Suite 103
Sacramento, CA 95811-7137
Attn: Executive Director

With a copy to:

Department of Fish and Game
1416 Ninth Street, 12th Floor
Sacramento, CA 95814
Attn: Director

1. SCOPE OF AGREEMENT

Pursuant to Chapter 4 of Division 2 (commencing with Section 1300) of the California Fish and Game Code and the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund [Proposition 40, PRC Section 5096.650], the Wildlife Conservation Board ("Grantor") hereby grants to Placer Land Trust, a non-profit organization ("Grantee"), a sum not to exceed Four Million Five Hundred Thousand Dollars (\$4,500,000.00) ("Grant Funds"), upon and subject to the terms and conditions of this Grant Agreement for Acquisition of Fee Interest ("Agreement").

2. PURPOSES OF GRANT

Grantor is entering into this Agreement, and the Grant Funds shall be used, only for the purpose of the project (the "Project") described as: Grantee's acquisition of fee title to approximately 1,773± acres of land known as Bruin Ranch Phase I, located in the County of Placer, California (the "Property"). The Property is more particularly described in **Exhibit A** attached to this Agreement.

Grantee covenants and agrees that if Grantor deposits the Grant Funds into escrow and Grantee acquires the Property, the Property shall be held and used for the purposes of wildlife habitat preservation, restoration and management, wildlife-oriented education and research, and for compatible public or private uses, all as may be consistent with wildlife habitat preservation and protection of sensitive biological resources (individually and collectively, the "Purposes of Grant").

3. CONDITIONS OF GRANT

Grantor's obligation to disburse Grant Funds under this Agreement is conditioned upon and subject to the satisfaction of all of the following conditions precedent:

3.1. Grantor shall have reviewed and approved all documents pertaining to Grantee's acquisition of the Property, including, without limitation, appraisals, preliminary title reports and items referenced therein, options, agreements for purchase and sale, escrow instructions, and instruments of conveyance. Such review and approval by Grantor shall not be unreasonably withheld or delayed. Grantee shall have removed or caused to be removed, or otherwise addressed to the satisfaction of Grantor, any encumbrances or defects of title that Grantor determines are inconsistent, or could interfere, with the Purposes of Grant. Any outstanding security interests or monetary encumbrances affecting the Property shall have been terminated.

3.2. Grantee shall acquire the Property from a willing seller for a purchase price that does not exceed the fair market value of the Property, as established by an appraisal that is conducted by an appraiser who is licensed pursuant to Part 3 (commencing with Section 11300) of Division 4 of the Business and Professions Code. The appraisal shall be prepared pursuant to the Uniform Standards of Professional Appraisal Practice (USPAP) and approved by the Department of

General Services. The appraisal shall become part of the project file maintained by Grantor and shall be retained for no less than three years from the date of value.

3.3. Grantor shall have reviewed and approved a certified resolution or other appropriate action of the governing board or governing body of Grantee, authorizing the execution and performance of this Agreement and the acquisition of the Property by Grantee. Upon approval by Grantor, the authorizing resolution or other action shall be attached to this Agreement as **Exhibit B**.

3.4. Grantee shall have deposited, or caused to be deposited, into escrow all funds beyond those granted under this Agreement that are needed for Grantee to complete the Project.

4. DISBURSEMENT PROCEDURE

Except as provided in paragraph 17, upon satisfaction of all of the above Conditions of Grant, and subject to approval of the Project by the Wildlife Conservation Board at a duly noticed public meeting, Grantor shall disburse the Grant Funds directly into an escrow account established for the Project according to the following procedure:

4.1. Grantee shall request disbursement of the Grant Funds by sending a letter to the Grantor ("Disbursement Request"). The Disbursement Request shall be signed by an authorized representative of Grantee and shall contain all of the following:

- a. Name and address of Grantee;
- b. Project Name and Number of Grant Agreement;
- c. Dollar amount and purpose of disbursement;
- d. Name, address and telephone number of the title company or escrow holder, name of the escrow officer, and the escrow account number to which the Grant Funds will be disbursed; and
- e. A certification by Grantee that all funds (exclusive of the Grant Funds to be provided under this Agreement) needed to complete the Project have been secured and have been or will be deposited to escrow prior to or at the same time as the requested Grant Funds.

4.2. After receipt of the Disbursement Request, Grantor will promptly and timely (estimated to be 45 working days from the date Grantor receives the Disbursement Request) disburse an amount not to exceed Four Million Five Hundred Thousand Dollars (\$4,500,000.00) into the designated escrow account.

5. GRANTEE'S COVENANTS

In consideration of Grantor's disbursement of the Grant Funds, Grantee hereby covenants and agrees as follows:

5.1. The Grant Funds shall be used as purchase money only, which excludes escrow and title fees and any other fees and costs incurred to accomplish the transaction and the conveyance and acquisition of the Property.

5.2. The Property shall be held and used only in a manner that is consistent with this Agreement, including the "Purposes of Grant" set forth in Section 2.

5.3. Grantee shall recognize the cooperative nature of the Project and shall provide credit to the Grantor, the California Department of Fish and Game ("CDFG") and any other contributor on signs, demonstrations, promotional materials, advertisements, publications or exhibits prepared or approved by Grantee referencing the Project. Subject to the mutual agreement of Grantor and Grantee regarding text, design and location, Grantee shall post sign(s) on the Property to indicate the participation of Grantor and CDFG in Grantee's purchase of the Property; *provided however*, that the sign(s) shall display Grantor's logo, as shown on **Exhibit C**.

5.4. The Property (including any portion of it or any interest in it) shall not be sold, transferred, exchanged or otherwise conveyed without the written approval of the State of California, acting through the Executive Director of the Wildlife Conservation Board ("WCB"), or its successor. Such approval shall not be unreasonably withheld as long as the Property shall continue to be held and used only in a manner consistent with this Agreement, including the Purposes of Grant set forth in Section 2, and each successor-in-interest assumes and agrees in writing to be bound by the terms, covenants and conditions of this Agreement.

5.5. The Property (including any portion of it or interest in it) may not be used as security for any debt without the written approval of the State of California, acting through the Executive Director of WCB, or its successor.

5.6. Grantee shall record or cause to be recorded, concurrently with close of escrow for the purchase of the Property, a Notice of Unrecorded Grant Agreement (the "Notice"), incorporating by reference this Agreement and giving public notice that Grantee received funds under this Agreement in order to assist Grantee in acquiring the Property and that, in consideration for the receipt of the Grant Funds, Grantee has agreed to the terms of this Agreement. The Notice shall be in the form of **Exhibit D**.

5.7. Grantee shall provide to Grantor, promptly following the close of escrow, a conformed copy of the recorded deed(s) and Notice, with all recording information, as well as a copy of the final closing or settlement statement and the title insurance policy insuring Grantee as the owner of fee simple title to the Property. Grantee

shall also provide copies of such other documents related to the closing of the above transaction as requested by Grantor. These documents shall become part of the project file maintained by Grantor.

5.8. At the request of Grantor, not less than once in any period of three calendar years, Grantee shall allow designated staff of Grantor to access the Property to assess compliance with the terms, covenants and conditions of this Agreement.

5.9 Grantee agrees to ensure that the terms and conditions of this Grant Agreement shall be taken into account when calculating the Baseline/Business As Usual of the Property for purposes of establishing carbon credits or other emissions offsets proposed to be authorized, created, sold, exchanged or transferred. Grantee agrees to notify Grantor prior to any such proposed establishment.

6. BREACH AND DEFAULT

6.1. In the event of a breach of any of the terms, covenants or conditions of this Agreement, Grantor shall give written notice to Grantee describing the breach. Notice shall be deemed given when personally delivered or deposited in the United States Mail, postage prepaid, or with a reliable over-night courier, addressed to Grantee at Grantee's address for notices set forth at the beginning of this Agreement.

6.2. If Grantee does not cure the breach within 90 days of the date a notice of breach is given or, if the breach is not curable within said 90-day period, Grantee does not commence the cure within the 90-day period and diligently pursue it to completion, then Grantee shall be in default ("Default") under this Agreement.

6.3. Grantee shall also be in Default under this Agreement upon the discovery that information given to Grantor by or on behalf of Grantee under or in connection with obtaining this Agreement was materially false or misleading. Notice of a Default under this Section 6.3 shall be given in accordance with Section 6.1.

7. REMEDIES

In the event of a Default under this Agreement, in addition to any and all remedies available at law or in equity, Grantor shall have the following remedies:

7.1. Grantor may seek specific performance of this Agreement. Grantee agrees that payment by Grantee to Grantor of an amount equal to the Grant Funds disbursed under this Agreement would be inadequate compensation to Grantor for any Default because the benefit to be derived by Grantor from full compliance by Grantee with the terms of this Agreement is wildlife habitat preservation, restoration and management, wildlife-oriented education and research, and compatible public or private uses, all as may be consistent with wildlife habitat preservation and protection of sensitive biological resources and because such benefit exceeds to an

immeasurable and unascertainable extent the amount of money furnished by Grantor by way of Grant Funds under this Agreement.

7.2. Grantor may require Grantee to convey a conservation easement over the Property in favor of Grantor or, at the election of Grantor, another entity or organization authorized by California law to acquire and hold conservation easements and to pay a sum to Grantor which, when combined with the fair market value of the conservation easement, equals the sum granted to Grantee pursuant to this Agreement, together with interest compounded semi-annually starting from the date of this Agreement to and including the date of payment, at a rate equivalent to that which is being earned at the time of Default on deposits in the State of California's Pooled Money Investment Account. The conservation easement shall be for the purposes of wildlife habitat preservation, restoration and management, wildlife-oriented education and research, and for compatible public or private uses, all as may be consistent with wildlife habitat preservation and protection of sensitive biological resources. The value of the conservation easement shall be determined by a fair market value appraisal that is conducted by an appraiser who is licensed pursuant to Part 3 (commencing with Section 11300) of Division 4 of the Business and Professions Code and acceptable to Grantor. The appraisal shall be prepared pursuant to USPAP and, if required by law, approved by the Department of General Services.

7.3. Despite the contrary provisions of Article 6 of this Agreement, if Grantor determines that circumstances require immediate action to prevent or mitigate interference with the Purposes of Grant arising from a breach of this Agreement, then Grantor may pursue its remedies without waiting for the period provided for cure to expire.

8. NONPROFIT ORGANIZATION GRANTEE

If Grantee is a nonprofit organization and the existence of Grantee is terminated for any reason, title to all interest in real property acquired with state funds shall immediately vest in the State of California. However, prior to that termination, upon approval of Grantor, another public agency or nonprofit organization may receive title to all or a portion of that interest in real property by recording its acceptance of title in writing. Any deed or other instrument of conveyance whereby real property is being acquired by a nonprofit organization pursuant to this Section 8 shall be recorded and shall set forth the executory interest or right of entry on the part of the State of California.

9. TERM

9.1. This Agreement shall be deemed executed and effective when signed by an authorized representative of each party and received in the respective offices of Grantee and Grantor, together with the resolution described in Section 3.3 (the "Effective Date"). Grantee and Grantor shall each sign four original Agreements. Grantee shall receive one completely executed original and Grantor shall receive three completely executed originals.

9.2. The term of this Agreement will commence on the date authorized by the Wildlife Conservation Board, as set forth in Section 16 and, unless previously terminated as provided in Section 9.3, will expire on November 18, 2011, if escrow has not closed by that date.

9.3. Prior to Grantee's close of escrow for acquisition of the Property, either party may terminate this Agreement for any reason or for no reason, by providing the other party with not less than 15 days written notice of such termination. If this Agreement is terminated after Grantor's deposit of the Grant Funds into escrow but before close of escrow for Grantee's acquisition of the Property, Grantee shall cause the escrow holder to immediately return all Grant Funds to Grantor and Grantee shall bear all costs and expenses of such termination.

9.4. The provisions of this Agreement that are not fully performed as of the close of escrow, including but not limited to Section 2 (Purposes of Grant) and Section 5 (Grantee's Covenants), shall survive the close of escrow for Grantee's acquisition of the Property and remain in full force and effect.

10. LIABILITY; MODIFICATIONS; INTERPRETATION

10.1. Grantee shall indemnify, protect and hold harmless Grantor, CDFG, the State of California, and their respective members, directors, officers, agents, and employees (each an "Indemnified Party"), from and against any and all claims, demands, damages, liabilities, losses, costs (including attorneys' fees) and expenses (collectively, "Claims") arising out of, connected with, or incident to this Agreement or the acquisition, ownership, use, management, operation or maintenance of the Property, except that Grantee shall have no obligation to indemnify or hold harmless an Indemnified Party for Claims caused by the negligent or wrongful act of that Indemnified Party.

10.2. This Agreement may be modified only by written amendment signed by Grantor and Grantee. No prior or contemporaneous oral understanding or agreement not incorporated in this Agreement shall be binding on either of the parties.

10.3. All references herein to "Grantee" are intended to refer to Grantee or its designee, successor or assignee as may be approved by Grantor.

10.4. If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, that shall not affect any other provision of this Agreement or applications of the Agreement that can be given effect without the invalid provision or application and to this end the provisions of this Agreement are severable.

10.5. Grantee, its officers, directors, employees, agents and representatives, is each acting in an independent capacity in entering into and carrying out this

Agreement, and not as a partner, member, director, officer, agent, employee or representative of Grantor.

10.6. This Agreement is not assignable or transferable by Grantee, either in whole or in part, except in connection with a transfer of the Property approved by Grantor under Section 5.4 of this Agreement.

10.7. Any costs incurred by Grantor, where Grantor is the prevailing party, in enforcing the terms of this Agreement against Grantee, including but not limited to costs of suit, attorneys' and experts' fees, at trial and on appeal, and costs of enforcing any judgment, shall be borne by Grantee.

10.8. Enforcement of the terms of this Agreement by Grantor shall be at the discretion of Grantor, and any forbearance by Grantor to exercise its rights under this Agreement shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Agreement or any of the rights of Grantor under it.

10.9. Grantor will notify Grantee as promptly as possible following Grantor's receipt of any request for information related to the Project under the California Public Records Act (Government Code Section 6250 *et seq.*).

11. CONDEMNATION

If all or any part of the Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, Grantor and Grantee shall act jointly to recover from the condemning authority the full value of the Property so taken or purchased, and all direct or incidental damages resulting therefrom. Grantor shall be entitled to the share of the Award (as defined below) which equals the ratio of the Grant Funds provided by Grantor to the purchase price Grantee paid to acquire the Property (e.g., if Grantor provided \$50,000.00 of Grant Funds and the purchase price was \$75,000.00, then Grantor would be entitled to two-thirds of the Award). For purposes of this Agreement, the "Award" shall mean all compensation awarded, paid or received on account of the Property so taken or purchased, and all direct or incidental damages resulting from the taking or purchase, less all out-of-pocket expenses reasonably incurred by Grantee in connection with the taking or purchase.

12. AUDIT

Grantee shall maintain complete and accurate records of its actual Project costs, in accordance with generally accepted accounting principles and practices, and shall retain said records for at least three years after final disbursement by Grantor. During such time, Grantee shall make said records available (or cause them to be made available) to the State of California for inspection and audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under this Agreement or otherwise authorized in writing by Grantor shall be borne by Grantee. The audit shall be confined to those matters connected with this Agreement, including but not limited to

administration and overhead costs.

13. UNION ORGANIZING

By signing this Agreement, Grantee hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement and certifies that:

13.1. No state funds disbursed by this grant will be used to assist, promote or deter union organizing;

13.2. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure;

13.3. Grantee shall, where state funds are not designated as described in Section 13.2 above, allocate, on a pro-rata basis, all disbursements that support the grant program; and

13.4. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

14. NON-DISCRIMINATION

During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Grantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a - f) *et seq.*), and applicable regulations (California Code of Regulations, Title 2, Section 7285 *et seq.*). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Grantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Grantee has a collective bargaining or other agreement, and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Grantee shall also include the nondiscrimination and compliance provisions of this Agreement in all contracts related to the Project.

15. EXHIBITS

Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

- Exhibit A** – Property Description
- Exhibit B** – Certified Resolution or Other Action of Governing Body of Grantee
- Exhibit C** – Grantor's Logo
- Exhibit D** – Form of Notice of Unrecorded Grant Agreement

16. AUTHORIZATION

The signature of the Executive Director certifies that at the Wildlife Conservation Board meeting held on November 18, 2010, the Board authorized the award of an acquisition grant to Grantee as provided in this Agreement.

17. NON-AVAILABILITY OF FUNDS.

Grantor shall not be obligated to disburse any Grant Funds under this Agreement unless and until the bond cash proceeds identified for allocation to the Project (as further specified in the Funding Certification attached to this Agreement) are released by the State Treasurer's Office to Grantor for expenditure for this grant. Despite any contrary provision of this Agreement, no request for disbursement submitted prior to the release of such bond cash proceeds to Grantor shall be effective.

IN WITNESS WHEREOF, this Agreement is made and entered into this 22nd day of November, 2010, in the State of California, by and between the Wildlife Conservation Board and Placer Land Trust, a non-profit organization, each of which hereby agrees to the terms and conditions referenced on pages 1 through 11, along with Exhibits A through D of this Agreement.

STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

GRANTEE:
PLACER LAND TRUST

By: John P. Donnelly

By: Jeff Darlington

Title: Executive Director

Title: Executive Director

Date: 11/22/10

Date: 11/30/10

Project Name: Bruin Ranch
County: Placer
Project ID: 2010120

FUNDING CERTIFICATION:

I hereby certify that (a) the following funds will be encumbered on behalf of Grantor; and
(b) Grant Funds shall not be disbursed unless and until sufficient proceeds from the
source identified below become available to Grantor to disburse.

Frances Woodward 10/11/10
Fiscal Officer Date

Grantee: Placer Land Trust
11661 Blocker Drive, Suite 110
Auburn, CA 95603

Jeff Darlington
530-887-9222
530-888-7720

WCB Grant Agreement #: WC-1028BG

Agreement Term: November 18, 2010 to November 18, 2011

WCB Grant Amount: \$4,500,000.00

Fund Source: California Clean Water, Clean Air, Safe
Neighborhood Parks and Coastal Protection Fund
[Proposition 40, PRC Section 5096.650]

Appropriation Item: Chapter 875, Statutes of 2001
Item 3640-801-6029

Expenditure Code: 10-1000-811-73000

EXHIBIT A

(Legal Description)

EXHIBIT A

LEGAL DESCRIPTION OF BRUIN RANCH, PHASE 1

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

THOSE PORTIONS OF SECTIONS 25, 35 AND 36, TOWNSHIP 14 NORTH, RANGE 7 EAST, M.D.B. & M., THAT LIE SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE NORTHEASTERLY IN A DIRECT LINE TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE CONTINUING IN A DIRECT LINE NORTHEASTERLY TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 25.

APNS: 026-020-012 AND 013

PARCEL TWO:

THOSE PORTIONS OF SECTIONS 25, 35 AND 36, TOWNSHIP 14 NORTH, RANGE 7 EAST, M.D.B. & M., WHICH ARE BOUNDED AS FOLLOWS:

ON THE NORTHWEST BY THE CENTER LINE OF THE BEAR RIVER; ON THE EAST BY THE EAST LINE OF SAID SECTION 25; ON THE SOUTHEAST BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE NORTHEASTERLY IN A DIRECT LINE TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE CONTINUING IN A DIRECT LINE NORTHEASTERLY TO THE EAST ONE-QUARTER (1/4) CORNER OF SAID SECTION 25; AND ON THE WEST BY THE WEST LINE OF SAID SECTION 35.

EXCEPTING THEREFROM THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 7 EAST, M.D.B. & M., WHICH LIES IN PLACER COUNTY.

APNS: 026-020-009 AND 011

PARCEL THREE:

THAT PORTION OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE SOUTH ALONG THE EAST LINE THEREOF 52.60 CHAINS; THENCE NORTH 37 DEGREES 30 MINUTES WEST 66.08 CHAINS TO THE NORTH ONE-QUARTER CORNER OF SECTION 3; THENCE EAST ALONG THE NORTH LINE OF SECTION 3, A DISTANCE OF 40 CHAINS TO THE POINT OF BEGINNING.

APN: 026-061-003

PARCEL ELEVEN:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B. & M., AND RUNNING THENCE WEST ON THE LINE DIVIDING THE SOUTH HALF OF SAID SECTION 3 INTO NORTH AND SOUTH HALVES TO THE WEST LINE OF SAID SECTION 3; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 3, TO THE NORTHWEST CORNER OF SAID SECTION 3; THENCE EAST ALONG THE TOWNSHIP LINE, THE SAME BEING THE NORTH SECTION LINE OF SAID SECTION 3 TO THE POINT BEING COINCIDENT WITH THE NORTHEAST CORNER OF LOT 2 (INCORRECTLY REFERRED TO AS LOT 21 IN DEED THAT RECORDED FEBRUARY 15, 2005 AS INSTRUMENT NO. 2005-0017339) OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 3; THENCE SOUTH 37 DEGREES 30' EAST 66 CHAINS AND EIGHT LINKS TO A POINT ON THE EAST LINE OF SAID SECTION 3, 52 CHAINS AND SIXTY LINKS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 3; AND THENCE SOUTH ON THE EAST LINE OF SAID SECTION 3 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING OUTSIDE OF PLACER COUNTY.

APNS: 026-061-001 AND 068 (PORTION)

PARCEL TWELVE:

THE WEST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 3 IN TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B. & M.

APNS: 026-061-007 AND 051

PARCEL THIRTEEN:

THAT PARCEL OF LAND DESCRIBED IN DEED TO ALLAN Y. WU RECORDED ON MARCH 4, 1991 IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY ON DOCUMENT NUMBER 91-011403, OFFICIAL RECORDS, BEING A PORTION OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, PLACER COUNTY, CALIFORNIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF
SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, OF THE MOUNT DIABLO BASE
AND MERIDIAN.

APN: 026-061-068 (PORTION)

EXHIBIT B
(Resolution)

Placer Land Trust

September 23, 2010

Resolution No.092310WCB

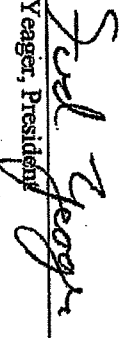
RESOLUTION OF THE GOVERNING BOARD OF PLACER LAND TRUST AUTHORIZING ENTERING INTO A GRANT AGREEMENT WITH WILDLIFE CONSERVATION BOARD AND AUTHORIZING THE ACQUISITION OF ALL OR A PORTION OF ASSESSOR'S PARCEL NUMBER(S) 026-020-009, 026-020-011, 026-020-012, 026-020-013, 026-061-001, 026-061-003, 026-061-007, 026-061-051, 026-061-068, 026-061-004, 026-061-005, 026-061-009, AND 026-061-006, TOTALING APPROXIMATELY 2,300 ACRES IN PLACER COUNTY.

WHEREAS, the property, known as Bruin Ranch, possesses exceptional conservation values and Placer Land Trust has resolved to pursue its acquisition in joint venture with the Trust for Public Land, and its permanent protection through ongoing land stewardship; and

WHEREAS, Placer Land Trust is seeking funding for the acquisition and stewardship of Bruin Ranch, including funding from the State of California Wildlife Conservation Board (WCB);

Resolved, That the Governing Board of Placer Land Trust hereby:

1. FINDS that acquisition of the identified property is exempt from the provisions of the California Environmental Quality Act;
2. FINDS that the identified property possesses high ecological and habitat value;
3. FINDS that the use of referenced grant funds for acquisition of the identified property is an appropriate expenditure;
4. ADOPTS the staff report and recommendation for this item;
5. AUTHORIZES the execution of a California Wildlife Conservation Board Grant Agreement for Acquisition of Fee Interest (number WC-_____ to be determined by WCB) and the acceptance of grant funds from the listed agencies for the purpose of acquisition of the identified property;
6. AUTHORIZES the acceptance of fee title to the identified property; and
7. AUTHORIZES Jeff Darlington, Executive Director, to do any and all acts necessary to carry out this resolution and any recommendations made by the Governing Board.


Fred Yeager, President

I HEREBY CERTIFY that the foregoing resolution was adopted at a regular meeting of the Governing Board of Placer Land Trust, duly noticed and held according to law, on the 23rd day of September, 2010.

Date: September 23, 2010

Jeff Darlington, Executive Director

EXHIBIT C

(WCB Logo)

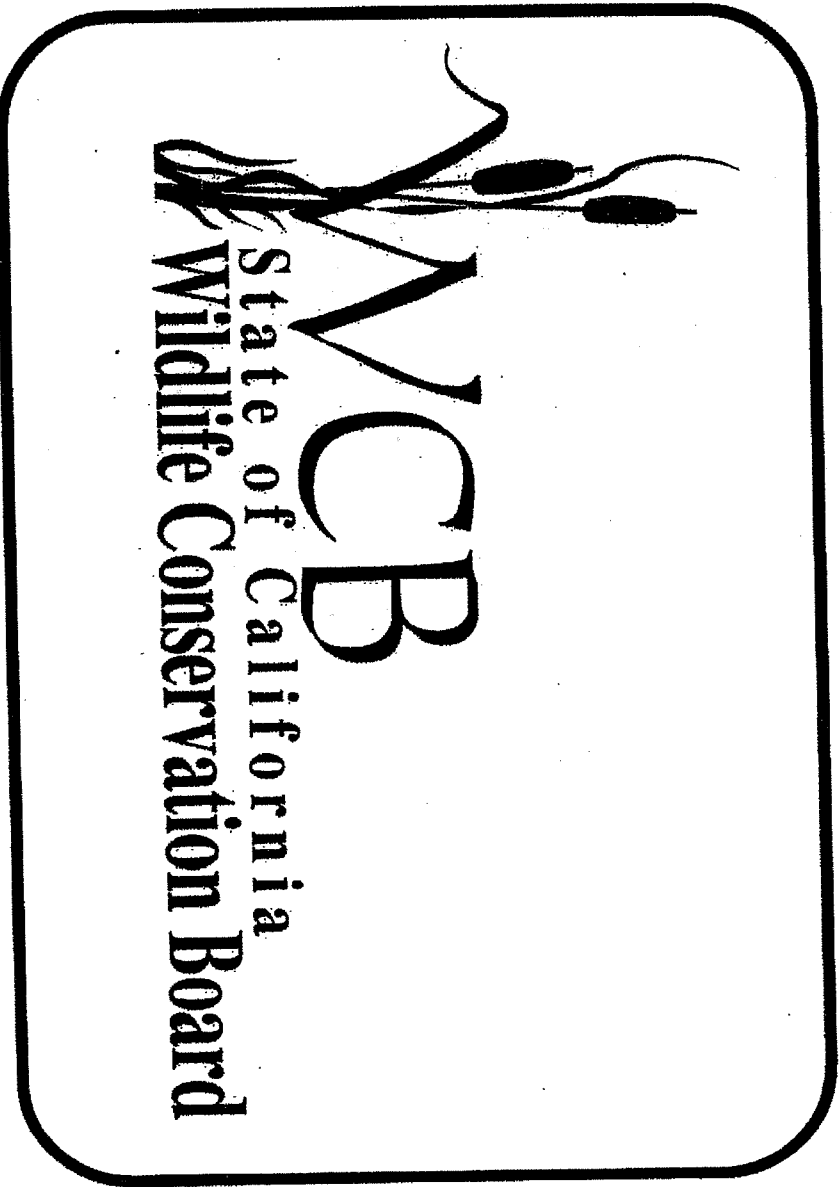


EXHIBIT D

(Notice of Unrecorded Grant Agreement)

RECORDING REQUESTED BY:

Placer Land Trust
11661 Blocker Drive, Suite 110
Auburn, CA 95603

WHEN RECORDED, RETURN TO:

State of California
Wildlife Conservation Board
Attn: Executive Director
1807 13th Street, Suite 103
Sacramento, CA 95811-7137

Project Name: Bruin Ranch
County: Placer

Space above line for Recorder's use

**NOTICE OF UNRECORDED GRANT AGREEMENT
(WITH COVENANTS AFFECTING REAL PROPERTY)**

This Notice of Unrecorded Grant Agreement ("Notice"), dated as of 2010, is made by Placer Land Trust, a non-profit organization ("Grantee") and recorded concurrently with the Deed described below, to provide notice of an agreement between Grantee and the Wildlife Conservation Board ("Grantor" or "WCB"), a subdivision of the State of California, affecting the real property described below.

1. WCB and Grantee have entered into the California Wildlife Conservation Board Grant Agreement for Acquisition of Fee Interest, Grant Agreement No. WC-1028BG ("Grant" or "Agreement"), pursuant to which WCB grants to Grantee certain funds for Grantee's acquisition of fee title to approximately 1,773± acres of real property known as Bruin Ranch Phase I located in the County of Placer, California (the "Property"), by Grant Deed (the "Deed") from Harvego Real Estate LLC, a California Limited Liability Company. The Property is legally described in **Exhibit A** attached to this Notice and incorporated in it by this reference. Initial-capitalized terms used in this Notice and not otherwise defined shall have the meaning set forth in the Grant.

2. Grantee agrees under the terms of the Grant to execute this Notice to give notice that Grantee received funds under the Agreement to assist Grantee in acquiring the Property and that, in consideration of the Grant Funds, Grantee has agreed to the terms of the Grant. The Grant is incorporated by reference into this Notice.

3. Grantee covenants and agrees in Section 5 of the Agreement as follows:

3.1. The Property shall be held and used only in a manner that is consistent with the Agreement, including the following "Purposes of Grant" set forth in Section 2 of the Agreement:

The Property shall be held and used for the purposes of wildlife habitat preservation, restoration and management, wildlife-oriented education and research, and for compatible public or private uses, all as may be consistent with wildlife habitat preservation and protection of sensitive biological resources (individually and collectively, the "Purposes of Grant").

3.2. The Property (including any portion of it or any interest in it) shall not be sold, transferred, exchanged or otherwise conveyed without the written approval of WCB or its successor.

3.3. The Property (including any portion of it or any interest in it) may not be used as security for any debt without the written approval of the State of California, acting through WCB or its successor.

3.4. At the request of Grantor, not less than once in any period of three calendar years, Grantee shall allow designated staff of Grantor to access the Property to assess compliance with the terms, covenants and conditions of this Agreement.

4. Pursuant to Section 7 of the Agreement, in the event of a Default under the Agreement, in addition to any and all remedies available at law or in equity, Grantor may seek specific performance of the Grant and may require Grantee to convey a conservation easement over the Property in favor of Grantor (or, at the election of Grantor, another entity or organization authorized by California law to acquire and hold conservation easements and which is willing and financially able to assume all of the obligations and responsibilities of Grantee), and to pay a sum to Grantor which, when combined with the fair market value of the conservation easement, equals the sum granted to Grantee pursuant to the Agreement, together with interest thereon as provided in the Agreement.

5. Pursuant to Section 8 of the Agreement, if Grantee is a nonprofit organization and the existence of Grantee is terminated for any reason, title to all interest in real property acquired with state funds shall immediately vest in the State of California. However, prior to that termination, upon approval of Grantor, another public agency or nonprofit organization may receive title to all or a portion of that interest in real property by recording its acceptance of title in writing. Any deed or other instrument of conveyance whereby real property is being acquired by a nonprofit organization pursuant to this section shall be recorded and shall set forth the executory interest and right of entry on the part of the State of California.

6. Pursuant to Section 9 of the Agreement, the Grant shall remain in full force and effect from and after the close of escrow for the acquisition of the Property.

7. Pursuant to Section 10 of the Agreement, the Grant shall be binding upon Grantee and all designees, successors and assigns of Grantee.

8. Pursuant to Section 11 of the Agreement, if all or any part of the Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, Grantor and Grantee shall act jointly to recover from the condemning authority the full value of the Property so taken or purchased, and all direct or incidental damages resulting therefrom. Grantor shall be entitled to the share of the Award, which equals the ratio of the Grant Funds provided by Grantor to the purchase price Grantee paid to acquire the Property.

9. This Notice is solely for the purpose of recording and in no way modifies the provisions of the Agreement. Grantee and WCB each has rights, duties and obligations under the Agreement, which are not set forth in this Notice. To the extent the terms of this Notice conflict with the Agreement, the terms of the Agreement shall govern and control.

10. For additional terms and conditions of the Agreement, reference should be made to the California Wildlife Conservation Board Grant Agreement for Acquisition of Fee Interest by and between WCB and Grantee that commenced 1807 13th Street, Suite 103, 2010, and is on file with the Wildlife Conservation Board, 1807 13th Street, Suite 103, Sacramento, California 95811-7137, *mailing address: Wildlife Conservation Board, c/o Department of Fish and Game, P. O. Box 944209, Sacramento, CA 94244-2090.*

GRANTEE:

Placer Land Trust

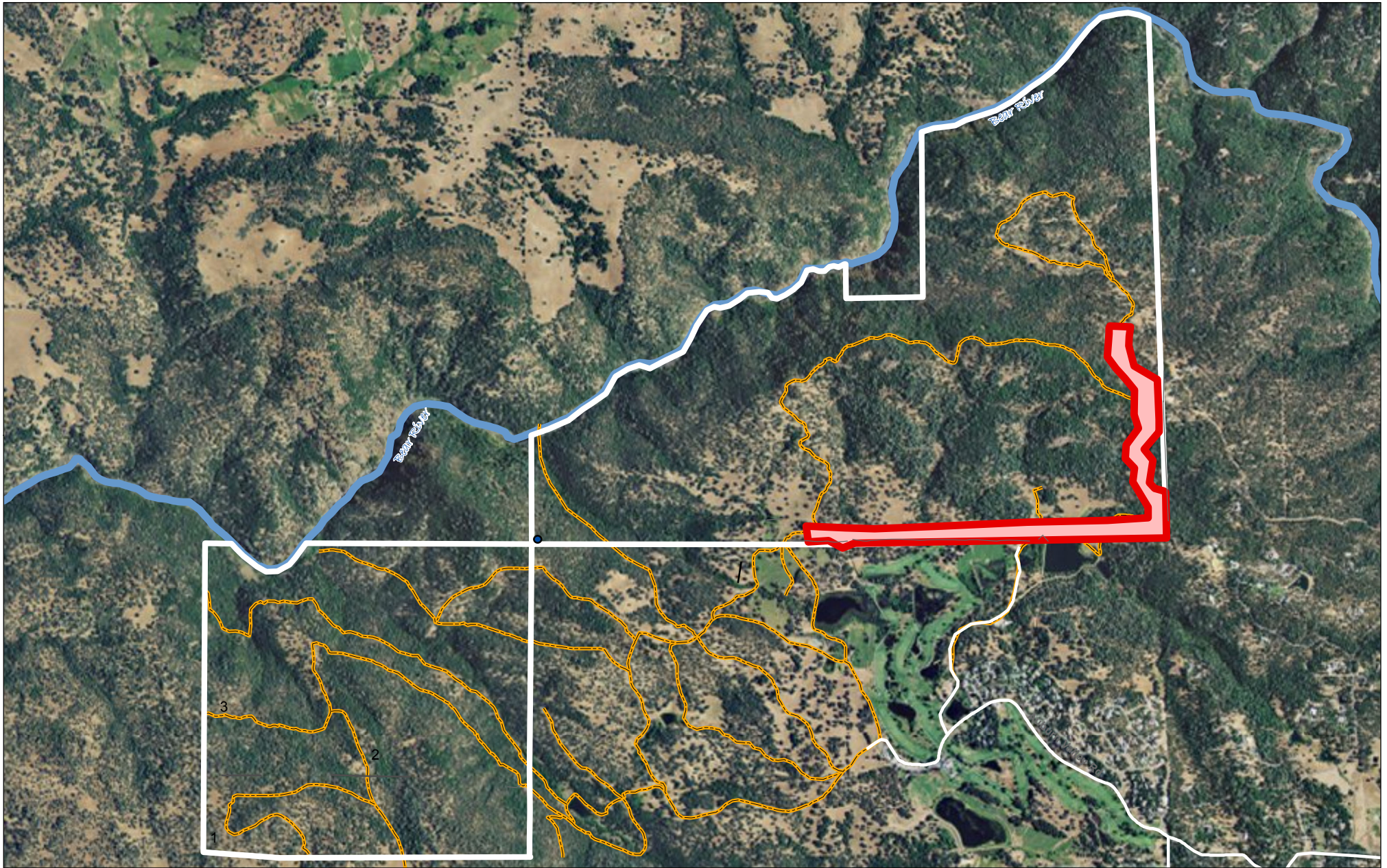
By: _____

Print Name: _____

Title: Executive Director

[Notary Acknowledgment]

Harvego Bear River Preserve Fuels Reduction Map



0 0.375 0.75

Miles



Legend

- Harvego BRP Boundary
- Potential Fire Break Areas
- Ranch Roads



Natural Wonders Forever

CATTLE OPERATIONS AND LAND MANAGEMENT LEASE

This Cattle Operations and Land Management Lease ("Lease") is made and entered into by and between THE TRUST FOR PUBLIC LAND, a California non-profit public benefit corporation ("Landlord"), and HARVEGO REAL ESTATE, LLC, a California limited liability company ("Tenant"). Landlord and Tenant may hereinafter be referred to as a Party or collectively as the Parties.

This Lease is made with reference to the following facts:

- (a) The Premises (as defined below) has been owned and operated by Tenant in the past;
- (b) Landlord has, or will be, acquiring the Premises from Tenant and will, within a period of time anticipated to last no more than several weeks, transfer the Premises to Placer Land Trust, a California non-profit public benefit corporation, to own and manage for public benefit and conservation purposes, at which time Placer Land Trust shall become the Landlord;
- (c) The purpose of this Lease is to allow Tenant to use and maintain the Premises for commercial cattle grazing and personal recreation purposes consistent with Tenant's use and maintenance of the Premises over the last five (5) years. Landlord is willing to allow Tenant to continue to so use the Premises as a tenant of Landlord, so long as such use by Tenant is consistent with the terms of this Lease.
- (d) The Parties acknowledge that this Lease is for their mutual benefit.

NOW, THEREFORE, in consideration of the mutual benefits, agreements and covenants herein contained, it is agreed between the Parties as follows:

ARTICLE 1). PREMISES.

a) Description of Premises. Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and conditions set forth in this Lease, that certain real property containing approximately 1,773 acres in Placer County, California, purchased by Landlord from Tenant and more particularly described in Exhibit A (the "Premises").

b) Conservation Prescription for Premises. When the Premises are acquired by Landlord from Tenant, the Premises will be subject to agreements, restrictions, covenants and plans that prescribe activities, restrictions and prohibitions designed to permanently protect the Premises' natural and public values (collectively the "Conservation Prescription"). The Conservation Prescription is intended to be defined primarily by a conservation easement held by the County of Placer ("Conservation Easement") and a grant agreement with the California State Wildlife Conservation Board ("WCB Grant Agreement"); as used herein, the term Conservation Prescription shall include the terms of the Conservation Easement and the WCB Grant. The Conservation Prescription will be further defined in detail by an adaptive management plan

developed by Placer Land Trust to further protect and enhance the natural and public values of the Premises ("O&M Plan"). Except as set forth in the Reciprocal Easement Agreement executed between the Parties, if Tenant's use of the Premises conflicts with the Conservation Prescription or O&M Plan, then Landlord shall give Tenant notice of any such conflict and Tenant shall have sixty (60) days to notify Landlord if it wishes to alter its use of the Premises to conform with the Conservation Prescription or O&M Plan. If Tenant does not wish to so alter its use of the Premises, or if Tenant does not respond to Landlord's notice within sixty (60) days of receipt thereof, then this Lease shall terminate one hundred and eighty (180) days from the date of notice by the Landlord and neither Party shall owe any further obligation to the other hereunder. If Tenant continues to use the Premises in a manner inconsistent with the Conservation Prescription or O&M Plan after the expiration of 180 days, it shall constitute of breach of this Lease by Tenant under Article 9, below.

c) Condition of Premises. Tenant accepts the Premises in its present condition and as it will be restricted by the Conservation Prescription, and agrees on the last day of the Term or sooner termination of this Lease, to surrender the Premises in the same condition as when received, reasonable use, wear and damage by fire, act of God or the elements excepted. Landlord shall notify Tenant within thirty (30) days of the termination of this Lease as to whether the condition of the Premises is inconsistent with the required condition of the Premises as of the surrender date and Tenant shall have a reasonable period of time not exceeding sixty (60) days from the date of such notice to make any necessary repairs at Tenant's expense. Landlord makes no warranties whatsoever as to the suitability of the soil or other aspects of the Premises for cattle grazing operations as contemplated by Tenant during the Term. Tenant acknowledges that it was the fee owner of the Premises prior to the date of this Lease and therefore is fully knowledgeable regarding the physical condition of the Premises and all of facts and circumstances related to the Premises.

d) Water Rights. All water rights appurtenant to the Premises are reserved to Landlord; provided, however, that water for the cattle grazing operations on the Premises shall be available to Tenant at Tenant's cost during the Term from the riparian, appropriative and prescription rights appurtenant to the Premises. Landlord assumes no responsibility for, and does not warrant, the quantity or quality of water or its availability at the Premises. Landlord's use of any water as may be required by the Conservation Prescription shall not be deemed an interference with Tenant's rights under this section.

ARTICLE 2). TERM.

The term ("Term") of this Lease shall commence on the date of Tenant's conveyance to Landlord of legal title to the Premises evidenced by recordation of a grant deed for the Premises (the "Commencement Date"), and shall continue for a period of three (3) years thereafter, provided, however, that either Landlord or Tenant may terminate this Lease at any time during the Term hereof following one hundred eighty (180) days written notice to the other Party. In the event Tenant holds over and continues in possession of the Premises after expiration of the original Term, Tenant's continued occupancy of the Premises shall be considered a month-to-month tenancy subject to all the terms and conditions of this Lease; provided that the rent shall increase to \$166.68 per month during Tenant's continued occupancy of the Premises.

ARTICLE 3). RENT.

Landlord is entering into this Lease with Tenant in consideration, in part, of Tenant's covenants to operate and maintain the Premises during the Term in a manner consistent with Tenant's past practices with regard to the Premises, unless notified otherwise by Landlord that such practices are inconsistent with the Conservation Prescription or the O&M Plan, pursuant to the procedure described in Article (1)(b), above, and in consideration of Tenant's anticipated expenses in doing so. In addition, the basic rental payable by Tenant to Landlord for the use and occupation of the Premises for the Term shall be the sum of \$100.00, payable on or before the Commencement Date.

ARTICLE 4). EXPENSES.

a) Assessments and Taxes. Landlord shall pay all real property taxes, assessments and related governmental charges imposed or assessed against the Premises as well as all personal property taxes levied against the Landlord's personal property located on the Premises. Tenant shall pay when due all personal property taxes levied against Tenant's personal property located on the Premises, and any taxes associated with Tenant's possessory interest in the leasehold.

b) Utilities. As of the Commencement Date, there are no electric utilities servicing the Premises. If Tenant brings in electrical services to the Premises, Tenant will pay for all electricity used by Tenant on the Premises during the Term, and shall retain all accounts for utilities service to the Premises in its name following transfer of the Premises from Tenant to Landlord until expiration of the Term. Landlord makes no representation or warranty regarding the availability of electricity at the Premises. Landlord has no duty or obligation to provide electric service at the Premises.

c) Irrigation Expense. Tenant shall pay all costs during the Term of placement, replacement, repair, operation and maintenance of any irrigation system located on the Premises. Landlord shall not be responsible for any costs for placement, replacement, repair, operation or maintenance of any such irrigation system during the Term, except for repairs required due to neglect or misconduct of Landlord or Landlord's agents.

d) Fencing and Gates. Tenant shall at all times keep the fencing in the same condition and state of repair as at the Commencement Date at Tenant's sole cost and expense. Landlord may, at its own cost and with fifteen (15) days advance written notice to Tenant, place any additional fencing on the Premises deemed necessary for the Conservation Prescription or additional restoration or enhancement activities, provided however, that Landlord shall not exclude more than twenty (20) acres of cattle grazing area at the Premises at any one time by means of fencing. Tenant may, at its own cost and with fifteen (15) days advance written notice to Landlord, remove, alter or add any fencing on the Premises deemed necessary for cattle operations, provided the removed, altered or added fencing does not conflict with the Conservation Prescription. Tenant shall at all times keep gates and locks in the same condition and state of repair as at the Commencement Date at Tenant's sole cost and expense. Tenant

may, at its own cost, remove, replace or add any gates and locks on the Premises; provided however, that Tenant shall provide Landlord with means (e.g., instructions, keys, combinations) to open all gates and locks on the Premises.

e) Operation, Management & Maintenance; Compliance with Law. Tenant shall, at its sole cost and expense, be responsible for the maintenance of the Premises during the Term consistent with its maintenance of the Premises over the last five (5) years. Except as set forth in the Reciprocal Easement Agreement executed between the Parties, Tenant shall, at its sole cost and expense, maintain and repair the Premises, including its roads, and keep the Premises in good order and repair. All maintenance and repair work shall be at least equal in quality and class to the original work. Tenant shall keep reasonable records describing any maintenance/repairs it does on the Premises, and such records shall be available for Landlord's review upon demand, but in any event, every six (6) months during the term of the Lease, Tenant shall provide a copy of such records to Landlord for such six (6) month period. Prior to performing any maintenance or repairs that may materially impact the use or value of the Premises, Tenant shall notify Landlord and such maintenance/repairs shall be done only subject to Landlord's approval thereof; provided, however, in the case of emergency repairs, prior Landlord approval shall not be required, but Tenant shall notify Landlord of the repairs as soon as practicable and shall conduct such repairs in a commercially reasonable manner. Tenant waives any rights created under any law now or hereafter in force to make repairs to the Premises at Landlord's expense.

ARTICLE 5). USE OF PROPERTY.

a) Tenant's Use. Tenant agrees to use and maintain the Premises in a manner consistent with the uses and maintenance performed by Tenant over the last five (5) years; provided, however, that such use and maintenance of the Premises by Tenant shall also comply with the Conservation Prescription and the O&M Plan, and in the event of any inconsistency between Tenant's former practices and the Conservation Prescription or the O&M Plan, the requirements of the Conservation Prescription or the O&M Plan shall control. The Premises will be used by Tenant primarily for cattle operations. Tenant may harvest downed timber without notice to Landlord, except that Landlord may identify specific downed timber as important habitat that may not be harvested. Tenant's ancillary recreational use of the Premises may include hunting and fishing provided that such use does not conflict with the Conservation Prescription in general, and the O&M Plan in particular, and provided that Tenant provides Landlord with reasonable advance notice of planned hunting activities so that Landlord may determine compliance of such activities with the Conservation Prescription and the O&M Plan. The O&M Plan, when developed, will define multiple allowable public and private recreation activities and may eventually include limitations on Tenant's hunting. Tenant shall not use or permit the use of the Premises in any manner that will create waste or a nuisance. Tenant shall not, except as may be permitted by the Lease or required by law, cause the destruction of habitat or natural resource values on the Premises. Tenant shall not use or occupy the Premises in violation of law or any covenant, condition or restriction affecting the Premises. In addition, Tenant shall make reasonable efforts to prevent unauthorized third Parties from accessing or using the Premises other than as consistent with applicable laws, and notify Landlord or law enforcement authorities of the presence of unauthorized third Parties. Tenant, at Tenant's own

cost and expense, shall comply with all laws, ordinances, regulations, rules and/or any directives of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or its use or occupation.

b) Control of Premises. Tenant may continue to work with law enforcement and others to prohibit trespassing or other public entrance to the Premises, until such time as the Landlord invites the general public onto the Premises. Landlord shall have no obligation to post signage on the Premises, but may post signage if desired. Violators may be prosecuted by law enforcement consistent with the law and past practices.

c) Restoration, Enhancement and Mitigation. Landlord may utilize the Premises for habitat restoration, habitat enhancement, and environmental mitigation, among other uses, and Landlord anticipates utilizing the premises for these purposes (including but not limited to wetlands restoration, erosion control, oak regeneration, fuel load reduction, carbon sequestration, carbon credit sales, etc.), some of which purposes may require exclusionary fencing as referenced in Article (4)(d), above. Landlord will provide thirty (30) days advance written notice to Tenant of such activities.

d) Development. Landlord may develop a trailhead, parking lot, road, caretaker's residence (and associated infrastructure) and agricultural infrastructure on the Premises in accordance with the Conservation Prescription. Tenant may develop roads pursuant to the Reciprocal Easement Agreement executed between the Parties. Landlord and Tenant shall provide thirty (30) days advance written notice to the other Party of any such development. No other development of the Premises by Landlord or Tenant is allowed by this Lease.

e) Public Use. Landlord may invite the public onto the Premises during the Term provided the invitees are under Landlord's control, and provided that Landlord provides thirty (30) days advance notice to Tenant of any such entry that may adversely impact Tenant's cattle grazing operations. Landlord intends to eventually provide less restricted or unrestricted public access to Premises, and shall provide Tenant with 180 days advance notice of implementation of the O&M Plan (which will define multiple allowable public and private recreation activities), and 180 days advance notice of any intent to provide unrestricted public access.

f) Improvements and Mechanics Liens. Tenant shall pay when due all claims for labor or materials furnished at or for Tenant at or for use in connection with work on the Premises and shall, at all times, keep the Premises free from any and all liens or claims of lien arising out of any work performed or materials furnished by or on behalf of Tenant. Tenant may install equipment and trade fixtures at its expense and, if Tenant is not in default hereof upon termination of this Lease, Tenant may remove such equipment and trade fixtures conditioned upon the repair of any damage to the Premises caused by such removal.

g) Sublease / Assignment / Access by Third Parties. Tenant shall have no right to sublease or assign its rights under this Lease without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Any attempted sublease or assign in violation of this section shall be deemed a default by Tenant hereunder.

h) No Hazardous Materials on Premises. Except to the extent commonly and lawfully used in past practice in the day-to-day operation of the Premises, Tenant shall not cause, permit or suffer any Hazardous Materials to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Premises or any portion thereof by Tenant, its agents, employees, contractors, or invitees, or any other person without the prior written consent of Landlord, which shall not be unreasonably withheld. Any such request by Tenant for Landlord's consent shall be in writing and shall demonstrate to the reasonable satisfaction of the Landlord that such Hazardous Materials are necessary to the business of Tenant and will be stored, used and disposed of in a manner that complies with all laws applicable to such Hazardous Materials.

"Hazardous Materials" as used herein shall include, without limitation, whether now or subsequently listed in any governmental listing or publication defining hazardous materials, common household items containing substances now or subsequently listed as a hazardous material or substance, chemicals, drugs, any materials used for laboratory analysis, nuclear and/or radioactive materials, toxic substances, Hazardous Substances, ("Hazardous Substance" means any substance, material or waste [including petroleum and petroleum products] which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant," or which is or becomes similarly designated classified or regulated under any federal, state or local law, regulation or ordinance), hazardous wastes, contaminated or polluting substances, materials or waste.

ARTICLE 6). INSURANCE AND HAZARDS / INDEMNITY.

a) Insurance Hazards. Landlord and Tenant shall not use the Premises, or permit others to use it, or do or permit acts that will increase the existing rates of insurance on any improvements ("Improvements") on the Premises or increase the rates of insurance on any general liability policies covering the Premises, or cause a cancellation of any insurance policy covering, in whole or in part, the same. Landlord and Tenant shall comply with all requirements of any insurance policy covering the Premises, the Improvements and the use thereof or covering liabilities to others.

b) Tenant's Insurance. Tenant agrees to take out, or cause to be taken out and keep in force during the Term, general liability insurance coverage for bodily injury and property damage for protection against liability to anyone arising incident to Tenant's use or occupancy of, or resulting from any accident occurring in or about the Premises, with a single combined liability limit of \$1,000,000 and property damage limits of not less than \$1,000,000. In the event that Tenant needs to hire contractors to work on Premises, Tenant shall notify Landlord in writing and shall assure that contractor supplies evidence of insurance listing Landlord as an additional insured. Tenant shall provide Landlord evidence of insurance upon request.

c) Landlord's Insurance. Landlord agrees to take out, or cause to be taken out and keep in force during the Term, general liability insurance coverage for bodily injury and property damage for protection against liability to anyone arising incident to Landlord's use of, or resulting from any accident occurring in or about the Premises, with a single combined liability limit of \$1,000,000 and property damage limits of not less than \$1,000,000. In the event that

Landlord needs to hire contractors to work on Premises, Landlord shall notify Tenant in writing and shall assure that contractor supplies evidence of insurance listing Tenant as an additional insured. Landlord shall also be required to maintain property insurance covering the Premises during the term of the Lease. Landlord shall provide Tenant evidence of insurance upon request.

d) Waiver of Subrogation. Tenant hereby waives as against Landlord, and Landlord hereby waives as against Tenant, any and all claims and demands, of whatsoever nature, for damage, loss or injury to the Premises and the Improvements thereon are hereafter placed or built upon the Premises, and to the property of Tenant in, upon or about the Premises which shall result from fire or other hazards covered by the extended coverage insurance to the extent covered by such insurance. Tenant and Landlord further agree that each policy of fire and extended coverage insurance, and all other policies of insurance on the Premises and on the property of Tenant or Landlord in, upon or about the Premises, which shall be obtained by Tenant or Landlord, whether required by the provisions of this Lease or not, shall be made expressly subject to the provisions of this Article (6)(d) and that Tenant's insurers hereunder shall waive any right of subrogation against Landlord and the Landlord's insurers shall waive any right of subrogation against Tenant in accordance with this section.

e) Tenant's Indemnity. Tenant agrees to protect, indemnify, defend, and hold Landlord harmless from and against any and all costs, claims, liability, or damages arising out of or relating to this Lease or Tenant's occupation and use of the Premises (collectively, "Claims"). Tenant shall have no obligation; however, to defend or indemnify Landlord, its agents or employees ("Landlord Parties") from a Claim caused by the negligent act or willful misconduct of Landlord Parties. Tenant's indemnity hereunder shall specifically include, without limitation, any claim, liability, loss, or damage arising by reason of:

(1) The death or injury of any person or persons, including Tenant or any person who is an employee or agent of Tenant, or by reason of the damage to or destruction of any property, including property owned by Tenant or any person who is an employee or agent of Tenant, and caused or allegedly caused, in whole or in part, by either Tenant's failure to maintain the condition of the Premises as described herein, or some act or omission of Tenant or of some agent, contractor, employee, servant, subtenant, or concessionaire of Tenant on the Premises;

(2) Any work performed on the Premises or materials furnished to the Premises at the instance or request of Tenant or any agent or employee of Tenant; and

(3) Tenant's failure to perform any provision of this Lease or to comply with any requirement of law or any requirement imposed on Tenant or the Premises by any duly authorized governmental agency or political subdivision.

In no event shall the policy limits of any insurance provided pursuant to this Lease be construed as a limitation of Tenant's liability under this indemnity provision.

f) Landlord's Indemnity. Landlord agrees to protect, indemnify, defend, and hold Tenant harmless from and against any and all costs, claims, liability, or damages arising out of or relating to the use of the Premises by Landlord or Landlord's agents, employees, assigns and

invitees, including the general public as described in Article (5)(e) above (collectively, "Claims). Landlord shall have no obligation; however, to defend or indemnify Tenant, its agents or employees ("Tenant Parties") from a Claim caused by the negligent act or willful misconduct of the Tenant Parties. Landlord's indemnity hereunder shall specifically include, without limitation, any claim, liability, loss, or damage arising by reason of:

(1) The death or injury of any person or persons, including Landlord or any of Landlord's agents, employees, assigns and invitees including the general public as described in Article (5)(e) above, or by reason of the damage to or destruction of any property, including property owned by Landlord or any person who is an employee or agent of Landlord, and caused or allegedly caused, in whole or in part, by some act or omission of Landlord or of some agent, contractor, employee, servant, tenant, or concessionaire of Landlord on the Premises;

(2) Any work performed on the Premises or materials furnished to the Premises at the instance or request of Landlord or any agent or employee of Landlord; and

(3) Landlord's failure to perform any provision of this Lease or to comply with any requirement of law or any requirement imposed on Landlord or the Premises by any duly authorized governmental agency or political subdivision.

In no event shall the policy limits of any insurance provided pursuant to this Lease be construed as a limitation of Landlord's liability under this indemnity provision.

ARTICLE 7). ENTRY BY LANDLORD.

Landlord reserves the right to enter the Premises at any reasonable time to itself, its agents, employees, assigns and invitees, for any lawful purpose that does not interfere with Tenant's grazing and land management operations, including, but not limited to, consultation with Tenant, inspection, perform geological or other testing and inspections, surveys and staking, and posting notices thereon.

ARTICLE 8). SURRENDER.

Tenant shall quietly and peacefully vacate the Premises and surrender possession thereof to Landlord immediately upon any involuntary termination of this Lease or at the date of natural termination of this Lease, subject to the foregoing. Tenant shall surrender the Premises free and clear of any and all tenants, tenancies, leases, rental agreements or arrangements.

ARTICLE 9). DEFAULT AND REMEDIES.

a) Events of Default. Subject to the provisions set forth in Article (1)(b) above, the occurrence of any of the following shall constitute a default by Tenant and a breach of this Lease:

(1) Failing or refusing to occupy and operate the Premises in accordance with the provisions of this Lease;

(2) Failing or refusing to perform fully and promptly any covenant or condition of this Lease, other than those specified in subparagraph (1) above, the breach of which Tenant is capable of curing after reasonable notice from Landlord;

b) Notices. Subject to the provisions set forth in Article (1)(b) above and following the occurrence of any of the defaults specified in the preceding Article (9)(a), Landlord shall give Tenant a written notice specifying the nature of the default and the provisions of this Lease breached and demanding that Tenant either fully cure each such default within the time period specified in the subparagraphs below or quit the Premises and surrender the same to Landlord:

(1) For a curable default, a reasonable period not to exceed thirty (30) days from receipt of Landlord's written notice, provided, however, that if such default cannot be cured within said time period, Tenant shall be deemed to have cured such default if Tenant so notifies Landlord in writing, commences cure of the default within said time period, and thereafter diligently and in good faith continues with and actually completes said cure; and

(2) For a noncurable default, Landlord shall give Tenant a written notice specifying the nature of the default and the provisions of this Lease breached and Landlord shall have the right to demand in said notice that Tenant, and any subtenant, quit the Premises within sixty (60) days.

c) Landlord's Rights and Remedies. Should Tenant fail to cure any such defaults within the time periods specified in the immediately preceding Section, or fail to quit the Premises as required thereby, Landlord may exercise any of the following rights:

(1) The right of Landlord to terminate this Lease and Tenant's right to possession of the Premises and to reenter the Premises, take possession thereof and remove all persons therefrom, following which Tenant shall have no further claim on the Premises under this Lease;

(2) The right of Landlord without terminating this Lease and Tenant's right to possession of the Premises, to collect any unpaid rents and other charges, which have become payable, or which may thereafter become payable pursuant to Civil Code Section 1951.4; or

(3) The right of Landlord to elect thereafter to terminate this Lease and Tenant's right to possession of the Premises.

d) Landlord's Damages. Subject to the provisions set forth in Article (1)(b) above, should Landlord terminate this Lease and Tenant's right to possession of the Premises pursuant to the provisions this Article (9), Landlord may recover from Tenant only direct damages resulting from Tenant's breach.

e) Default by Landlord. Landlord shall not be deemed to be in default in the performance of any obligation under this Lease unless and until it has failed to perform the obligation within thirty (30) days after written notice by Tenant to Landlord specifying in

reasonable detail the nature and extent of the failure; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it commences performance within the thirty (30) day period and thereafter diligently pursues the cure to completion.

f) Waiver of Consequential Damages. Landlord and Tenant agree that as to the other, Landlord and Tenant shall not have any right to sue for or collect, and Landlord and Tenant shall never have any liability or responsibility whatsoever for, any consequential or indirect damages, including without limitation lost profit or opportunity costs, whether proximately or remotely related to any default of the other under this Lease or any act, omission or negligence of Tenant or Landlord or their respective agents, contractors or employees, as the case may be, and Landlord and Tenant hereby waive any and all such rights.

ARTICLE 10). MISCELLANEOUS.

a) Headings. The titles or heading to the articles and sections of this Lease are not a part of this Lease and shall have no effect on the construction or interpretation of any part of this Lease.

b) Choice of Law. This Lease shall be governed by and constructed in accordance with the laws of the State of California.

c) No Partnership. Landlord shall not become or be deemed a partner or co-tenant of Tenant, by reason of the provisions of this Lease.

d) Entire Agreement. This Lease contains the entire agreement between the Parties hereto and supersedes any and all prior written or oral agreements between them concerning the matters contained herein. There are no representations, agreements or understandings, oral or written, relating to the subject matter of this Lease that are not fully expressed herein.

e) Attorneys' Fees. If any legal proceeding is commenced between the Parties to this Lease concerning the Premises, this Lease, or the rights and duties of either in relation to the Premises or to this Lease, the Party prevailing in that proceeding shall be entitled to, in addition to any other relief that may be granted in the litigation, a reasonable sum as and for its attorneys' fees in that proceeding that are determined by the court in that proceeding or in a separate action brought for that purpose.

f) Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either Party to this Lease by the other Party to this Lease shall be in writing and shall be deemed duly served and given when personally delivered to the Party to whom they are directed, or in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Party at the addresses contained herein. Either Party, Tenant or Landlord, may change its address for the purpose of this section by giving written notice of that change to the other Party in the manner provided in this section.

g) Partial Invalidity. If any provision of this Lease is held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Lease shall remain in full force and effect unimpaired by the holding.

h) Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

i) Transfer of Premises; Successor Landlord. Although the Landlord may transfer ownership of the Premises and therefore this Lease to any entity consistent with the Conservation Prescription, the Parties intend and anticipate that Placer Land Trust will become the owner of the Premises and the Landlord within several weeks of the Commencement Date, and therefore Placer Land Trust would become the successor Landlord.

j) Binding on Successors. The covenants and conditions herein contained shall, subject to the provisions contained in this Lease regarding the right to assign, apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties hereto.

k) Quiet Enjoyment. Upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, and subject to the other provisions of this Lease, Tenant shall have the right of quiet enjoyment and use of the Premises for the Term without hindrance or interruption by Landlord or any other person claiming by or through Landlord.

l) Survival. All covenants of Landlord or Tenant which reasonably would be intended to survive the expiration or sooner termination of this Lease, including without limitation any indemnity hereunder, shall so survive and continue to be binding upon and inure to the benefit of the respective Parties and their successors and assigns.

m) Amendment. It is expressly understood and agreed that this Lease cannot be altered, amended, modified or otherwise changed, nor can any term be waived, other than in writing signed by all Parties.

n) Inability to Perform. In the event that either Party shall be delayed or hindered in or prevented from the performance of any work or in performing any act required under this Lease by reason of any cause beyond the reasonable control of that Party, then the performance of the work or the doing of the act shall be excused for the period of the delay and the time for performance shall be extended for a period equivalent to the period of the delay.

o) Waiver. One or more waivers by Landlord or Tenant of any breach of any term, covenant or condition contained in this Lease shall not be a waiver of any subsequent breach of the same or any other term, covenant or condition. Consent to any act by one of the Parties shall not be deemed to render unnecessary the obtaining of that Party's consent to any subsequent act. No breach of this Lease shall be deemed to have been waived unless the waiver is in a writing signed by the waiving Party.

p) Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

q) Warranty of Authority. The persons who sign this Lease on behalf of the respective Parties represent and warrant that they are authorized to enter into and execute this Lease on behalf of such Parties, that the appropriate corporate resolutions or other consents have been passed or obtained and that this Lease shall be binding on the Party on whose behalf they are executing this Lease.

Dated: December 17, 2010.

TENANT:

HARVEGO REAL ESTATE, LLC,
a California limited liability company

By: Lloyd H. Harvego

Lloyd H. Harvego, Manager of Harvego Enterprises, LLC
Harvego Enterprises LLC, Manager of
Harvego Real Estate, LLC

Address:

2356 Gold Meadow Way, Suite 201
Gold River, CA 95670

LANDLORD:

THE TRUST FOR PUBLIC LAND,
a California non-profit public benefit corporation

By: John Kunder

Its: COUNSEL

Address:

101 Montgomery St., 9th Floor
San Francisco, CA 94014
Attn: Western Division Legal

EXHIBIT A

DESCRIPTION OF PREMISES

TPL Property

PARCEL ONE:

THOSE PORTIONS OF SECTIONS 25, 35 AND 36, TOWNSHIP 14 NORTH, RANGE 7 EAST,
M.D.B. & M., THAT LIE SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE NORTHEASTERLY IN A DIRECT LINE TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE CONTINUING IN A DIRECT LINE NORTHEASTERLY TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 25.

APNS: 026-020-012 AND 013

PARCEL TWO:

THOSE PORTIONS OF SECTIONS 25, 35 AND 36, TOWNSHIP 14 NORTH, RANGE 7 EAST,
M.D.B. & M., WHICH ARE BOUNDED AS FOLLOWS:

ON THE NORTHWEST BY THE CENTER LINE OF THE BEAR RIVER; ON THE EAST BY THE EAST LINE OF SAID SECTION 25; ON THE SOUTHEAST BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE NORTHEASTERLY IN A DIRECT LINE TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE CONTINUING IN A DIRECT LINE NORTHEASTERLY TO THE EAST ONE-QUARTER (1/4) CORNER OF SAID SECTION 25; AND ON THE WEST BY THE WEST LINE OF SAID SECTION 35.

EXCEPTING THEREFROM THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 7 EAST, M.D.B. & M., WHICH LIES IN PLACER COUNTY.

APNS: 026-020-009 AND 011

PARCEL THREE:

THAT PORTION OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE SOUTH ALONG THE EAST LINE THEREOF 52.60 CHAINS; THENCE NORTH 37 DEGREES 30 MINUTES WEST 66.08 CHAINS TO THE NORTH ONE-QUARTER CORNER OF SECTION 3; THENCE EAST ALONG THE NORTH LINE OF SECTION 3, A DISTANCE OF 40 CHAINS TO THE POINT OF BEGINNING.

APN: 026-061-003

PARCEL TEN:

EASEMENTS FOR INGRESS, EGRESS AND UTILITIES APPURTENANT TO PARCELS ONE THROUGH NINE ABOVE AS SET FORTH AND DESCRIBED IN THOSE CERTAIN DEEDS RECORDED JUNE 19, 1998, AS INSTRUMENT NO. 98-0047099, 98-0047100, 98-0047102, AND 98-0047103, OFFICIAL RECORDS, AND AS AMENDED BY AN INSTRUMENT RECORDED APRIL 6, 2000 AS INSTRUMENT NO. 2000-0023218

PARCEL ELEVEN:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B. & M., AND RUNNING THENCE WEST ON THE LINE DIVIDING THE SOUTH HALF OF SAID SECTION 3 INTO NORTH AND SOUTH HALVES TO THE WEST LINE OF SAID SECTION 3; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 3, TO THE NORTHWEST CORNER OF SAID SECTION 3; THENCE EAST ALONG THE TOWNSHIP LINE, THE SAME BEING THE NORTH SECTION LINE OF SAID SECTION 3 TO THE POINT BEING COINCIDENT WITH THE NORTHEAST CORNER OF LOT 2 (INCORRECTLY REFERRED TO AS LOT 21 IN DEED THAT RECORDED FEBRUARY 15, 2005 AS INSTRUMENT NO. 2005-0017339) OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 3; THENCE SOUTH 37 DEGREES 30' EAST 66 CHAINS AND EIGHT LINKS TO A POINT ON THE EAST LINE OF SAID SECTION 3, 52 CHAINS AND SIXTY LINKS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 3; AND THENCE SOUTH ON THE EAST LINE OF SAID SECTION 3 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING OUTSIDE OF PLACER COUNTY.

APNS: 026-061-001 AND 068 (PORTION)

PARCEL TWELVE:

THE WEST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 3 IN TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B. & M.

APNS: 026-061-007 AND 051

PARCEL THIRTEEN:

THAT PARCEL OF LAND DESCRIBED IN DEED TO ALLAN Y. WU RECORDED ON MARCH 4, 1991 IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY ON DOCUMENT NUMBER 91-011403, OFFICIAL RECORDS, BEING A PORTION OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, PLACER COUNTY, CALIFORNIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, OF THE MOUNT DIABLO BASE AND MERIDIAN.

APN: 026-061-068 (PORTION)

PARCEL FOURTEEN:

A 50' NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO PARCELS TWELVE AND THIRTEEN ABOVE AS GRANTED TO CAROL R. WULFF, ET AL, IN INSTRUMENT RECORDED IN BOOK 1806, AT PAGE 243, ET SEQ, PLACER COUNTY OFFICIAL RECORDS, AS MORE PARTICULARLY DESCRIBED IN PARAGRAPH (B), AT PAGE 244 OF SAID INSTRUMENT.

PARCEL FIFTEEN:

A 50' NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO PARCELS TWELVE AND THIRTEEN ABOVE AS GRANTED TO CAROL R. WULFF, ET AL, IN INSTRUMENT RECORDED IN BOOK, 1806, AT PAGE 243, ET SEQ, PLACER COUNTY OFFICIAL RECORDS, AS MORE PARTICULARLY DESCRIBED IN PARAGRAPH (A) AT PAGE 244 OF SAID INSTRUMENT.

PARCEL SIXTEEN:

A NON-EXCLUSIVE EASEMENT 50 FEET IN WIDTH FOR INGRESS AND EGRESS APPURTENANT TO PARCELS TWELVE AND THIRTEEN ABOVE AS GRANTED TO CAROL R. WULFF, ET AL, IN INSTRUMENT RECORDED ON APRIL 25, 1977, IN BOOK 1832, AT PAGE 385, PLACER COUNTY OFFICIAL RECORDS.

PARCEL SEVENTEEN:

AN EASEMENT 50 FEET IN WIDTH APPURTENANT TO PARCELS TWELVE AND THIRTEEN ABOVE OVER AN EXISTING ROADWAY LOCATED IN THE WEST HALF OF SECTION 10, THE NORTHEAST QUARTER OF SECTION 10, AND THE WEST HALF OF SECTION 11, ALL IN TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B. & M., THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 10 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 10 BEARS NORTH 00 DEGREES 10'06" WEST 2133.23 FEET; THENCE FROM SAID POINT OF BEGINNING FOLLOWING ALONG THE CENTERLINE OF AN EXISTING ROADWAY THE FOLLOWING COURSES AND DISTANCES: SOUTH 64 DEGREES 38'04" EAST 231.43 FEET; SOUTH 45 DEGREES 43'10" EAST 426.44 FEET; SOUTH 69 DEGREES 45'45" EAST 286.51; NORTH 53 DEGREES 59'10" EAST 438.84 FEET; SOUTH 77 DEGREES 52'03" EAST 303.33 FEET; SOUTH 70 DEGREES 21'07" EAST 203.08 FEET; SOUTH 59 DEGREES 39'03" EAST 193.48 FEET; SOUTH 75 DEGREES 57'57" EAST 203.25 FEET; SOUTH 83 DEGREES 37'59" EAST 275.43 FEET; SOUTH 83 DEGREES 11'57" EAST 580.80 FEET; SOUTH 88 DEGREES 14'07" EAST 913.74 FEET; NORTH 53 DEGREES 34'28" EAST 156.51 FEET; NORTH 61 DEGREES 24'16" EAST 566.00 FEET; NORTH 48 DEGREES 27'58" EAST 370.45 FEET; NORTH 62 DEGREES 00'58" EAST 243.94 FEET; NORTH 65 DEGREES 03'28" EAST 258.89 FEET; SOUTH 77 DEGREES 10'07" EAST 258.05 FEET; SOUTH 50 DEGREES 56'52" EAST 579.20 FEET; SOUTH 22 DEGREES 21'03" WEST 221.03 FEET; SOUTH 44 DEGREES 08'57" EAST 168.60 FEET; SOUTH 61 DEGREES 16'46" EAST 152.83 FEET; SOUTH 88 DEGREES 31'02" EAST 329.19 FEET; NORTH 74 DEGREES 40'08" EAST 168.46 FEET; SOUTH 83 DEGREES 12'09" EAST 209.37 FEET; SOUTH 58 DEGREES 39'39" EAST 205.29 FEET; SOUTH 21 DEGREES 32'49" EAST 414.40 FEET; SOUTH 13 DEGREES 18'24" EAST 268.18 FEET; TO THE END OF THE EASEMENT HEREIN DESCRIBED AS GRANTED IN DEED RECORDED MARCH 24, 1995 AS INSTRUMENT NO. 95-014536.

SAID EASEMENT BEING THE SAME EASEMENT DESCRIBED FIRST IN EXHIBITS A, B, AND C OF THE PARCEL MAP WAIVER NO. P73170W RECORDED APRIL 8, 1980 IN BOOK 2245, PAGE 218 OFFICIAL RECORDS.

PARCEL EIGHTEEN:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS GRANTED IN EASEMENT DEEDS RECORDED FEBRUARY 3, 2005 AS INSTRUMENT NO. 2005-0013289 AND JUNE 24, 2005 AS INSTRUMENT NO. 2005-0081571 OFFICIAL RECORDS.

PARCEL NINETEEN:

A NON-EXCLUSIVE EASEMENT FOR A ROADWAY AND UTILITIES OVER LAND DESCRIBED AS FOLLOWS:

A PORTION OF THAT TRACT OF LAND GRANTED TO THE FLORENCE P.C. FANG ON SEPTEMBER 16, 2003 RECORDED AS DOCUMENT NO. 2003-0158548, OFFICIAL RECORDS OF PLACER COUNTY, LOCATED IN SECTION 10, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.M., DESCRIBED AS FOLLOWS:

A STRIP OF LAND 50 FOOT WIDE LYING 25 FEET EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE ABOVE DESCRIBED TRACT OF LAND, FROM SAID POINT OF BEGINNING THE NORTHWEST CORNER OF SAID SECTION 10 BEARS SOUTH 89 DEGREES 17 MINUTES 05 SECONDS WEST A DISTANCE OF 1720.62 FEET; THENCE ALONG SAID PROPOSED CENTERLINE SOUTH 33 DEGREES 40 MINUTES 30 SECONDS EAST A DISTANCE OF 410.06 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 15 MINUTES 40 SECONDS A LENGTH OF 107.45 FEET AND A CHORD BEARING SOUTH 38 DEGREES 48 MINUTES 20 SECONDS EAST A DISTANCE OF 107.31 FEET; THENCE SOUTH 43 DEGREES 56 MINUTES 10 SECONDS EAST A DISTANCE OF 173.76 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 12 DEGREES 41 MINUTES 32 SECONDS, A LENGTH OF 132.91 FEET AND A CHORD BEARING SOUTH 37 DEGREES 35 MINUTES 24 SECONDS EAST A DISTANCE OF 132.64 FEET; THENCE SOUTH 31 DEGREES 14 MINUTES 38 SECONDS EAST A DISTANCE OF 265.49 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1010.00 FEET, A CENTRAL ANGLE OF 15 DEGREES 16 MINUTES 41 SECONDS, A LENGTH OF 269.32 FEET AND A CHORD BEARING SOUTH 38 DEGREES 52 MINUTES 58 SECONDS EAST A DISTANCE OF 268.52 FEET; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 46 DEGREES 39 MINUTES 20 SECONDS, A LENGTH OF 203.57 FEET AND A CHORD BEARING SOUTH 23 DEGREES 11 MINUTES 38 SECONDS EAST A DISTANCE OF 198.00 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 02 SECONDS WEST A DISTANCE OF 119.96 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 02 MINUTES 55 SECONDS A LENGTH OF 168.06 FEET AND A CHORD BEARING SOUTH 08 DEGREES 09 MINUTES 30 SECONDS WEST A DISTANCE OF 167.51 FEET; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, CONCAVE EASTERLY, HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 37 MINUTES 44 SECONDS, A LENGTH OF 329.92 FEET AND A CHORD BEARING SOUTH 04 DEGREES 22 MINUTES 05 SECONDS WEST A DISTANCE OF 327.59 FEET; THENCE SOUTH 07 DEGREES 26 MINUTES 47 SECONDS EAST A DISTANCE OF 475.59 FEET TO THE CENTERLINE OF AN EXISTING 50 FOOT WIDE ROADWAY AND PUBLIC UTILITY EASEMENT AS RECORDED IN BOOK 2245, AT PAGE 218, OFFICIAL RECORDS OF PLACER COUNTY.

THE SIDELINES OF SAID 50 FOOT WIDE STRIP OF LAND ARE TO BE LENGTHENED OR SHORTENED AS NECESSARY TO TERMINATE AT SAID NORTHERLY BOUNDARY AND THE NORTH BOUNDARY OF SAID EXISTING ROADWAY AND PUBLIC UTILITY EASEMENT.

ASSIGNMENT AND ASSUMPTION OF LESSOR'S INTEREST
IN CATTLE OPERATIONS AND LAND MANAGEMENT LEASE

Effective December 29, 2010, THE TRUST FOR PUBLIC LAND ("Assignor") hereby assigns all of its right, title and interest as lessor in and to that certain Cattle Operations and Land Management Lease ("Lease") dated December 17, 2010, by and between Assignor and Harvego Real Estate LLC, a California limited liability company ("Tenant") to PLACER LAND TRUST, a California nonprofit public benefit corporation ("Assignee") and Assignee hereby assumes and accepts all of Assignor's rights as lessor under the Lease and all obligations to Tenant as lessor thereunder and releases Assignor from any responsibility therefor, all in accordance with the provisions of Article 10(i) of the Lease.

IN WITNESS of the foregoing provisions the parties have signed this agreement below:

ASSIGNOR:

THE TRUST FOR PUBLIC LAND, a
California nonprofit public benefit corporation

By: John Pardee
John Pardee
Counsel

Date: January 24, 2011

ASSIGNOR: ee (P)

PLACER LAND TRUST, a California
nonprofit corporation

By: Fred Yeager
Fred Yeager, President

By: Patricia Callan-McKinney
Patricia Callan-McKinney, Treasurer

Date: January 11, 2011